EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA

Board of County Commissioners ("BOCC") Meeting
Tuesday, August 14, 2018 9:00 AM
Centennial Hall Auditorium
200 S. Cascade Avenue, Colorado Springs, Colorado

Call to Order.

1. Invocation.

2. Pledge of Allegiance to the Flag of the United States of America.

3. Staff Emergency Items.

4. Changes/Postponements/Notice of Next Meeting.

5. Comments by Elected Officials and Commissioner Liaison Report(s).

6. Community Service Organization Reports.
   a. Presentation of the 1H 2018 Trends and Activity Report. (Thomas Mowle - Public Trustee)
   b. Other.

7. Consent Calendar:
   a. Resolution to Appoint Commissioner Longinos Gonzalez, Jr. to the Pikes Peak Workforce Center Consortium Executive Board. (Henry Yankowski - County Administrator)
   b. Issuance of three Ambulance Permits to American Medical Response. (Ted Sayer - ESA Business Analyst, Department of Public Works)
   c. Approval of the Public Trustee's 2018 2nd Quarter Report. (Thomas Mowle - Public Trustee)
   d. Resolution approving General Release and Agreement and monetary settlement regarding litigation case no. 17-cv-02656-WYD-KLM, initiated against El Paso County. (Lisa Kirkman - Senior Assistant County Attorney)
   e. Contracts and Procurement 2018 Regular Items: (Eileen Gonzales - Contracts and Procurement Manager)

1. Approval of a purchase order to UCHealth-Memorial Hospital (IGA 18-247), for co-responder services for the El Paso County’s Sheriff’s Office (EPSO) at a total cost of $95,603.00
2. Approval of a change order to Express Employment Professionals for three (3) full time temporary positions and one (1) part time temporary position for the Department of Human Services at a not-to-exceed cost of $156,338.00 (State Contract 96478YYY02P).
3. Purchase order to Runbeck Election Service, Inc. for printing of ballots, ballot envelope packets and mail ballot insertion/mailing services for the 2018 General Election for the El Paso County Clerk & Recorder. Award amount is an estimated cost of $650,733.10 (Contract # 17-055).

8. Land Use Consent Calendar:
   a. ANNEXATION IMPACT REPORT - (a quasi-judicial matter before the Board of County Commissioners) a request by the City of Colorado Springs for acceptance of an annexation impact report for the Dublin North Addition No. 4. The two parcels, totaling 10.91 acres, are zoned RR-5 (Residential Rural) and are located approximately 365 feet northeast of the intersection of Tutt Boulevard and Dublin Boulevard. (Tax Schedule Nos. 53070-02-003 and 53070-02-004) (ANX-18-004) (Len Kendall - Project Manager, Planning and Community Development Department)
   b. Other.

9. Proclamation recognizing the retirement of Dan Martindale. (Longinos Gonzalez - Commissioner, Board of County Commissioners)

10. Called-Up Consent Calendar.

11. EL PASO COUNTY LAND DEVELOPMENT CODE AMENDMENT - ELIMINATION OF THE ALLOWANCE TO USE TIRES AS FENCES AND WALLS AND REVISIONS TO THE RVP ZONING DISTRICT - (a legislative matter before the Board of County Commissioners) - A request by El Paso County Planning and Community Development to amend the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable material for the construction of a fence or wall with the granting of a beneficial use agreement. The proposed amendments include removing the definition of beneficial use agreement from Chapter 1 and the use of tires for fencing material from Chapter 6. The request also includes an unrelated amendment to allow Caretaker’s Quarters within the RVP (Recreational Vehicle Park) zoning district. (Mindy Madden - Code Enforcement Supervisor, Planning and Community Development Department/Nina Ruiz - Project Manager/Planner II, Planning and Community Development)

12. Public comment on items not scheduled on the agenda.

13. Department and Committee Reports/Non Action Items.

14. Addendum.

15. Executive Session.

Adjourn.

NOTES:

BOCC meeting agendas, backup materials and meeting results as well as archived agendas and audio recordings are available free of charge on the County's website at http://bcc2.elpasoco.com/bocc/agenda.asp. Backup materials for agenda items may be publicly viewed in the Reader’s file located in the Office of the BOCC.

Audio recordings of Non-Action Public Meetings (Work Sessions, etc.) are also available free of charge on the County’s website at http://bcc2.elpasoco.com/bocc/agenda.asp.

The live audio/video may be accessed at http://bcc2.elpasoco.com/Audio/default.asp.

The BOCC may recess for lunch if consideration of agenda items extends beyond the morning session. A time to reconvene and complete discussion of the scheduled items will be announced.

Audio and audio/video copies of the record may be purchased by contacting the El Paso County Clerk & Recorder’s Office at (719) 520-6430.

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EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 6.a.

To: Board of County Commissioners

From: Thomas Mowle - Public Trustee

Subject: Presentation of the 1H 2018 Trends and Activity Report.

SUMMARY (including information on budgeted matters):

N/A

BACKGROUND (including information on budgeted matters):

N/A

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

1H 2018 Report

Thomas S. Mowle

El Paso County Public Trustee

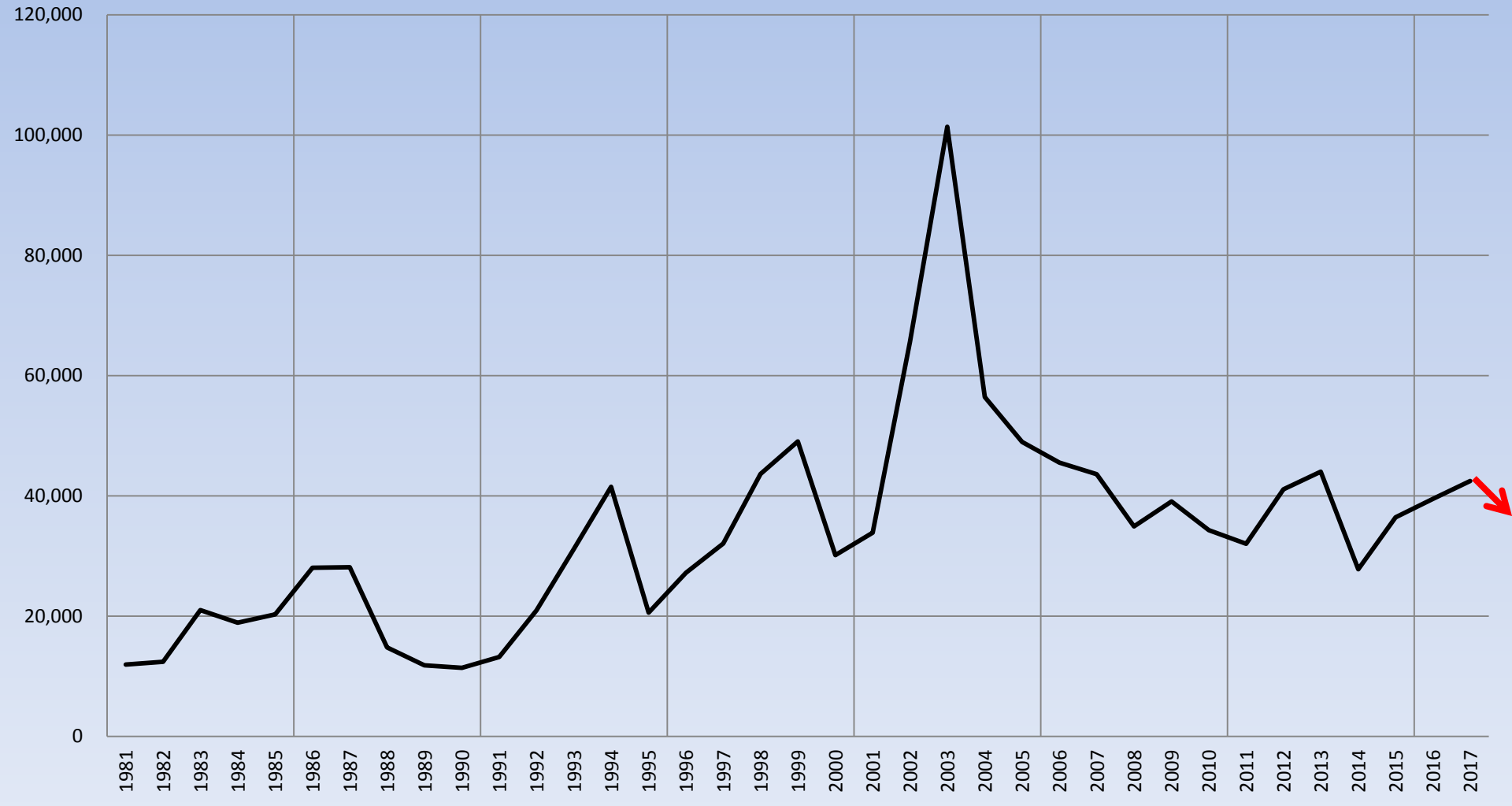
Public Trustee Report

- Current Trends in Foreclosures and Releases

- 1H18 Report on Work Performed and Finances

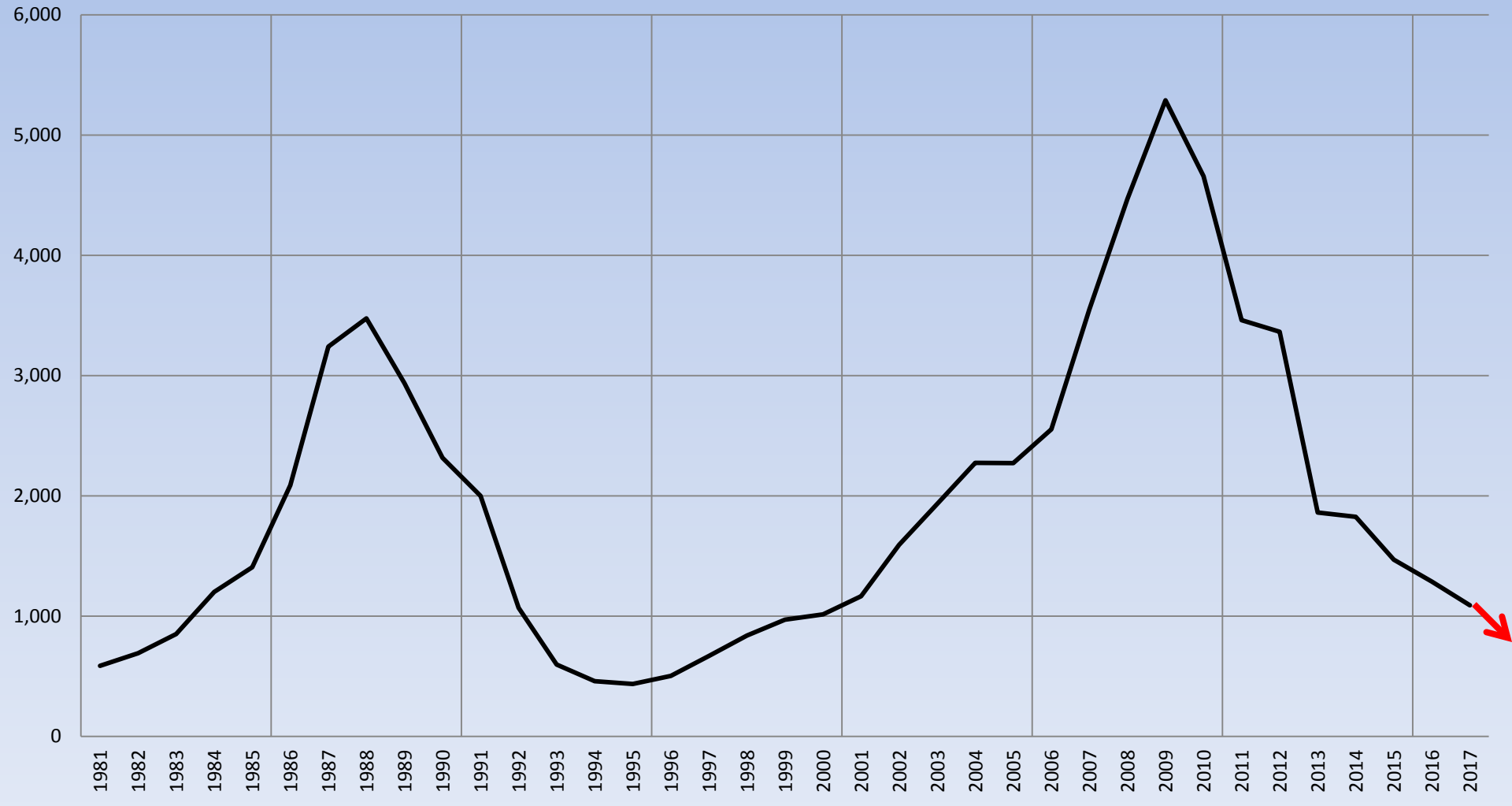
Current Trends

Annual Releases of Deeds of Trust



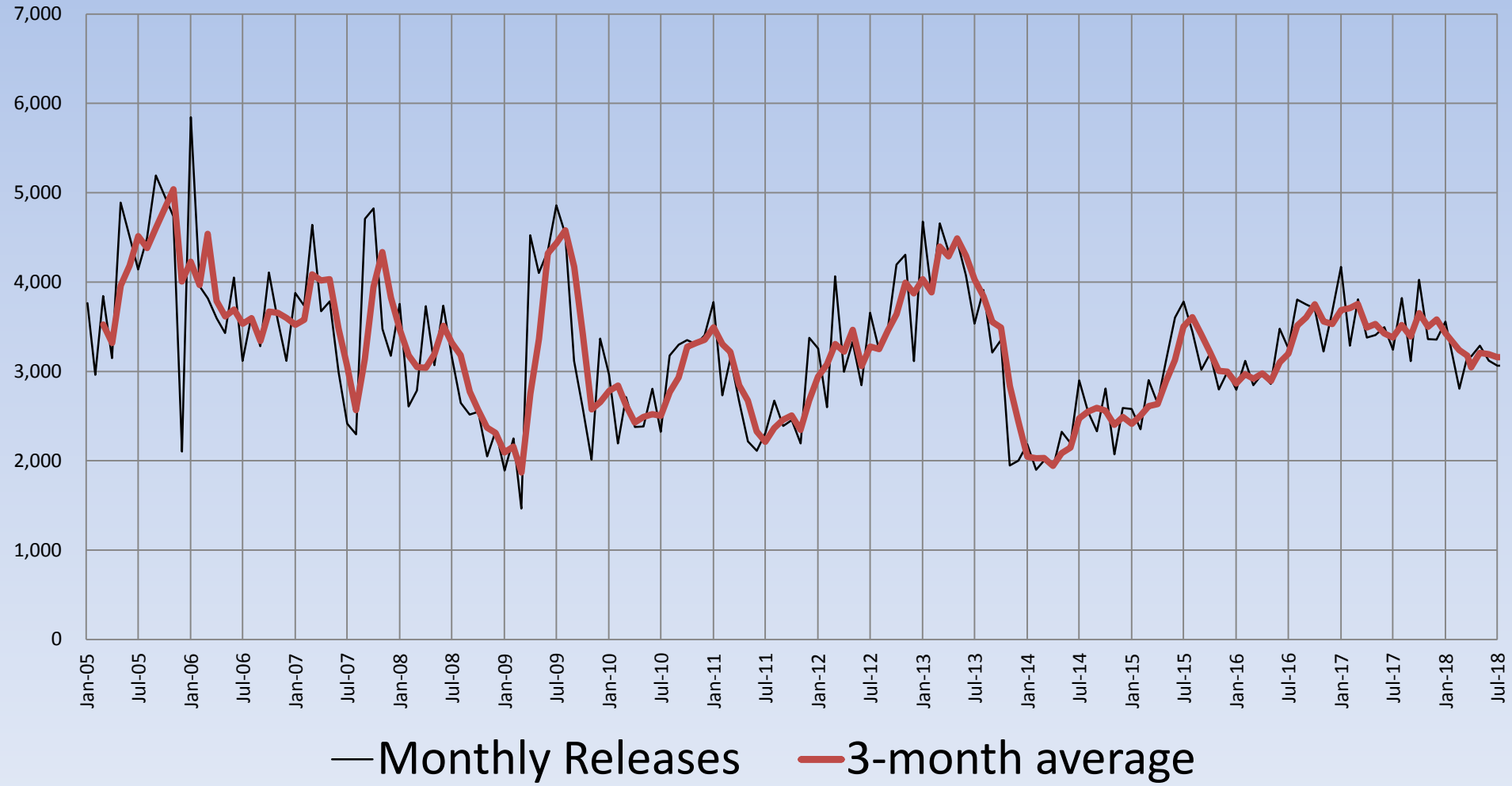
Current Trends

Annual Foreclosure Starts



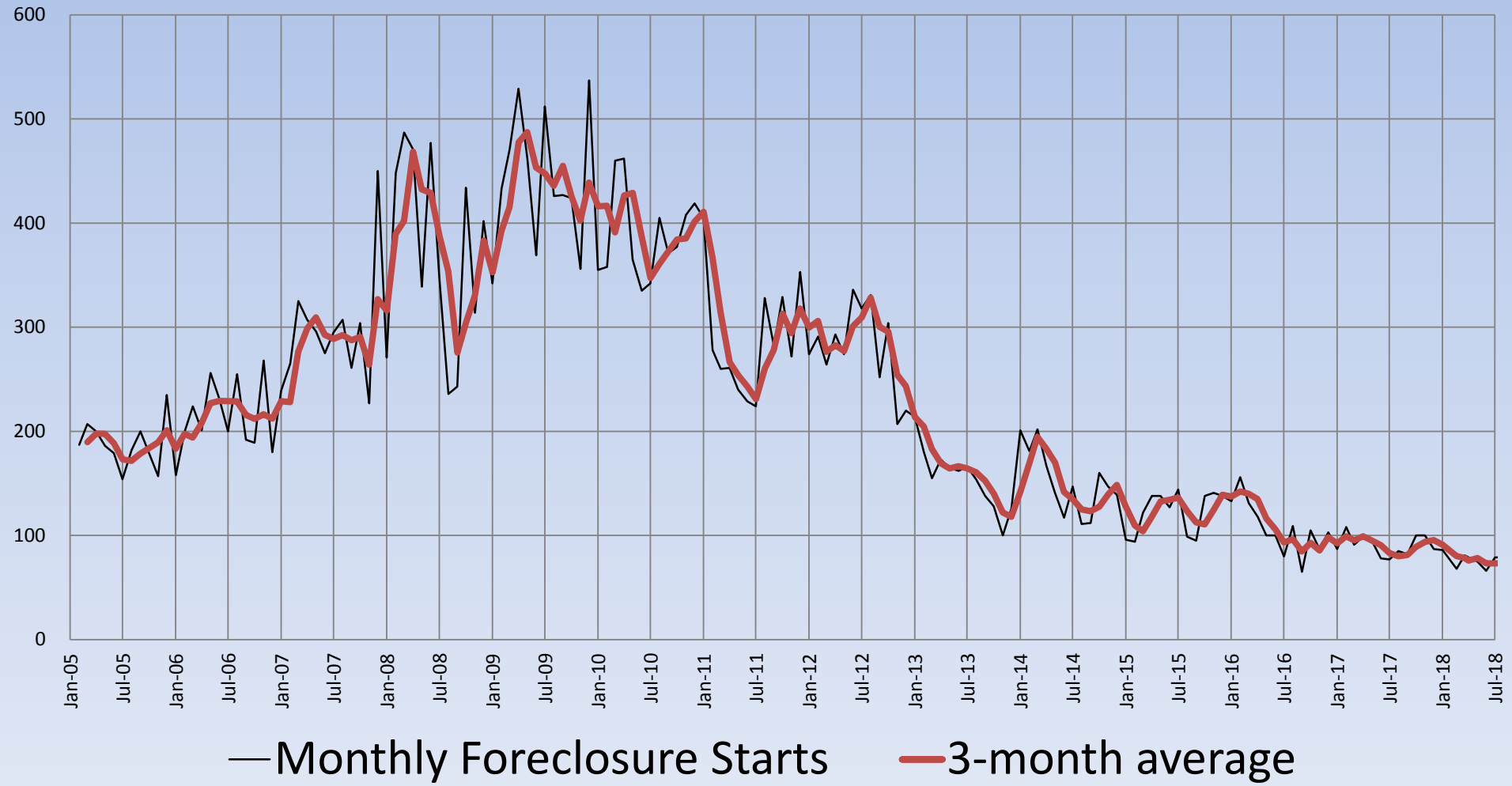
Current Trends

Monthly Releases of Deeds of Trust



Current Trends

Monthly Foreclosure Starts



Current Trends

Current Trends

2018 County-wide starts: **DOWN 17% from 2017**

Trends include only zip codes with >500 SFRs / >10 2017 FCs

Greatest Density

80925 (Lorson/Cuchares): 1.2%

80808 (Calhan/Ellicott)

80817 (Fountain)

80927 (Banning-Lewis Ranch)

80911 (Security/Widefield): 0.7%

Biggest Increases

80917 (Village 7/Old Ranch): +26%

80909 (East Side/Knob Hill)

80907 (North End/Holland Park)

80919 (Rockrimmon/Peregrine)

80920 (Briargate/Pine Creek): +9%

Lowest Density

80819 (Green Mtn Falls): 0.0%

80106 (Elbert/Black Forest)

80132 (Monument/Woodmoor)

80951 (Claremont Ranch)

80924 (Cordera/Wolf Ranch): 0.1%

Biggest Decreases

80132 (Monument): -67%

80903 (Downtown/Hillside)

80910 (Pikes Peak Park)

80923 (Ridgeview/Wagon Trails)

80911 (Security/Widefield): -35%

1H18 Work Performed

- 19,103 Deeds of Trust released
- 455 New foreclosure starts
- 435 Foreclosures withdrawn (69 after cure)
- 119 Properties sold
- 109 Sales to 3rd parties 92% of sales

1H 2018 Financials

EL PASO COUNTY
PUBLIC TRUSTEE
1H 2017 - 1H 2018 FINANCIAL COMPARISON

DESCRIPTION	2018 1H ACTUAL	2018 1H BUDGET	2018 1H ACTUAL TO BUDGET $ CHANGE	2018 1H ACTUAL TO BUDGET % CHANGE	2017 1H ACTUAL	2017 1H - 2018 1H $ CHANGE	2017 1H - 2018 1H % CHANGE
Fees for Release of Deeds of Trust	$286,545.00	$270,000.00	$16,545.00	6.1%	$323,175.00	-$36,630.00	-11.3%
Foreclosure Fees	$139,980.74	$109,300.00	$30,680.74	28.1%	$136,945.93	$3,034.81	2.2%
Revenue Adjustments & Misc. Income	$95.51	$0.00	$95.51		$1,428.52	-$1,333.01	-93.3%
Interest Income	$1,652.00	$450.00	$1,202.00	267.1%	$196.07	$1,455.93	742.6%
TOTAL INCOME	**$428,273.25**	**$379,750.00**	**$48,523.25**	**12.8%**	**$461,745.52**	**-$33,472.27**	**-7.2%**
Salaries	$142,692.38	$145,285.57	-$2,593.19	-1.8%	$161,540.25	-$18,847.87	-11.7%
Taxes/Insurances/Benefits	$59,922.18	$60,071.80	-$149.62	-0.2%	$58,124.77	$1,797.41	3.1%
Contingency	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00	
TOTAL SALARIES/INSURANCES/BENEFITS	**$202,614.56**	**$205,357.37**	**-$2,742.81**	**-1.3%**	**$219,665.02**	**-$17,050.46**	**-7.8%**
Postage	$1,395.57	$1,320.00	$75.57	5.7%	$1,328.36	$67.21	5.1%
Legal Services	$1,590.50	$2,500.00	-$909.50	-36.4%	$469.50	$1,121.00	238.8%
Audit Services	$12,040.00	$12,285.00	-$245.00	-2.0%	$10,714.89	$1,325.11	12.4%
Equip. Maint. & Rental	$2,149.48	$3,032.86	-$883.38	-29.1%	$2,901.50	-$752.02	-25.9%
Operating Equipment	$0.00	$2,500.00	-$2,500.00	-100.0%	$0.00	$0.00	#DIV/0!
Computer & Internet Services	$14,956.76	$14,630.00	$326.76	2.2%	$14,433.77	$522.99	3.6%
Office Supplies & Printing	$2,659.20	$2,100.00	$559.20	26.6%	$2,050.31	$608.89	29.7%
Travel/Lodging/Meetings	$1,030.95	$875.00	$155.95	17.8%	$403.09	$627.86	155.8%
Bank Charges	$0.00	$0.00	$0.00		$0.00	$0.00	
County Provided Services	$21,464.52	$21,464.52	$0.00	0.0%	$32,325.48	-$10,860.96	-33.6%
Miscellaneous	$943.07	$1,318.00	-$374.93	-28.4%	$1,124.48	-$181.41	-16.1%
Contingency	$0.00	$5,000.00	-$5,000.00	-100.0%	$0.00	$0.00	
TOTAL OPERATING EXPENSES	**$58,230.05**	**$67,025.38**	**-$8,795.33**	**-13.1%**	**$65,751.38**	**-$7,521.33**	**-11.4%**
TOTAL SALARY & OPERATING EXPENSES	**$260,844.61**	**$272,382.75**	**-$11,538.14**	**-4.2%**	**$285,416.40**	**-$24,571.79**	**-8.6%**

1H18 Financial Summary

- Expenses Down $24,571.79 from 1H17 (-9%)
  - ~17K less for salaries & benefits
  - ~11K less for County Services
- Revenue Down $33,472.27 from 1H17 (-7%)
- Revenue to El Paso County
  - Excess Revenue for 1st Half: $163,518.45 (-~10K)
  - Increase in Statutory Reserve: $7,290.58
  - TOTAL to transfer $156,227.87 (-~17K)

EL PASO COUNTY
COLORADO

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EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.a.

To: Board of County Commissioners

From: Henry Yankowski - County Administrator

Subject: Resolution to Appoint Commissioner Longinos Gonzalez, Jr. to the Pikes Peak Workforce Center Consortium Executive Board.

SUMMARY (including information on budgeted matters):

The Pikes Peak Workforce Center Consortium Executive Board is composed of two El Paso County Commissioners and one Teller County Commissioner to act as the "chief elected official" under the Workforce Innovation and Opportunity Act. Commissioner Mark Waller has been serving as one of the El Paso County Commissioners on the Workforce Center Consortium Executive Board since January 9, 2018. The Board now desires to appoint Commissioner Longinos Gonzalez, Jr. to replace Commissioner Waller as a member of the Workforce Center Consortium Executive Board effective immediately.

BACKGROUND (including information on budgeted matters):

Attached please find proposed resolution.

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

RESOLUTION NO. 18-

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPOINT COMMISSIONER LONGINOS GONZALEZ, JR. TO THE PIKES PEAK WORKFORCE CENTER CONSORTIUM EXECUTIVE BOARD

WHEREAS, pursuant to C.R.S. §§ 30-11-103 and 30-11-107(e), the Board of County Commissioners of El Paso County, Colorado ("Board"), has the legislative authority to manage the business and concerns of the County to ensure the welfare and interests of the County and its inhabitants; and

WHEREAS, the Pikes Peak Workforce Center Consortium Executive Board ("Consortium Board") is composed of two El Paso County Commissioners and one Teller County Commissioner to act as the "chief elected official" under the Workforce Innovation and Opportunity Act; and

WHEREAS, on January 9, 2018, by and through Board Resolution 18-008, the Board appointed El Paso County Commissioner Mark Waller to serve on the Consortium Board; and

WHEREAS, the Board now desires to appoint El Paso County Commissioner Longinos Gonzalez, Jr. to replace El Paso County Commissioner Mark Waller on the Consortium Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby appoints Commissioner Longinos Gonzalez, Jr. to serve on the Pikes Peak Workforce Center Consortium Executive Board to replace Commissioner Mark Waller effective immediately.

BE IT FURTHER RESOLVED that staff shall make any necessary changes to applicable documents, websites, and material to represent the new appointment.

BE IT FURTHER RESOLVED that Darryl Glenn, duly elected, qualified member and President of the Board of County Commissioners, or Mark Waller, duly elected, qualified member and President Pro Tempore of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Done this __th day of August 2018 at Colorado Springs, Colorado.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

_____
County Clerk and Recorder

_____
Darryl Glenn, President

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.b.

To: Board of County Commissioners

From: Ted Sayer - ESA Business Analyst, Department of Public Works

Subject: Issuance of three Ambulance Permits to American Medical Response.

SUMMARY (including information on budgeted matters):

The following ambulance vehicles passed County inspection. All required on board supplies and equipment are current and in full compliance. The Department of Public Works requests approval by the El Paso County Board of County Commissioners (BOCC) for three (3) Ambulance Permit to American Medical Response.

All three Ambulance Permits will be effective September 1, 2018 and will expire August 31, 2019

BACKGROUND (including information on budgeted matters):

Ambulance Vehicle Identification Number (VIN) & Description:

1FDSS3EL7EDB14323 / 2014 / Ford / Type II / Medic 5
1FDSS3EX5EDB18703 / 2014 / Ford / Type II / Medic 7
1FDWE35P46HB23759 / 2006 / Ford / Type III / 904

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

EL PASO COUNTY

Board of County Commissioners

AMBULANCE PERMIT - ALS

The vehicle herein identified, operated by American Medical Response. having met all requirements contained in pertinent El Paso County, Colorado Resolutions and Regulations governing the operation of ambulances, is hereby granted a permit to operate as an ambulance in El Paso County, Colorado for the period specified below.

This permit is granted under authority of El Paso County Resolution 16-100, dated March 29, 2016, and must be displayed in the patient compartment of the identified vehicle at all times.

1FDSS3EL7EDB14323 / 2014 / Ford / Type II / Medic 5

Vehicle Identification Number (VIN) / Year / Make / Model / Designation

VALID FROM

September 1, 2018 to August 31, 2019

ATTEST

CHUCK BROERMAN, CLERK & RECORDER

18-067

PERMIT NUMBER

BOARD OF COUNTY COMMISSIONERS

PRESIDENT

EL PASO COUNTY

Board of County Commissioners

AMBULANCE PERMIT - ALS

The vehicle herein identified, operated by American Medical Response, having met all requirements contained in pertinent El Paso County, Colorado Resolutions and Regulations governing the operation of ambulances, is hereby granted a permit to operate as an ambulance in El Paso County, Colorado for the period specified below.

This permit is granted under authority of El Paso County Resolution 16-100, dated March 29, 2016, and must be displayed in the patient compartment of the identified vehicle at all times.

1FDSS3EX5EDB18703 / 2014 / Ford / Type II / Medic 7

Vehicle Identification Number (VIN) / Year / Make / Model / Designation

VALID FROM

September 1, 2018 to August 31, 2019

ATTEST

18-068

PERMIT NUMBER

BOARD OF COUNTY COMMISSIONERS

CHUCK BROERMAN, CLERK & RECORDER

PRESIDENT

EL PASO COUNTY

Board of County Commissioners

AMBULANCE PERMIT - ALS

The vehicle herein identified, operated by American Medical Response, having met all requirements contained in pertinent El Paso County, Colorado Resolutions and Regulations governing the operation of ambulances, is hereby granted a permit to operate as an ambulance in El Paso County, Colorado for the period specified below.

This permit is granted under authority of El Paso County Resolution 16-100, dated March 29, 2016, and must be displayed in the patient compartment of the identified vehicle at all times.

1FDWE35P46HB23759 / 2006 / Ford / Type III / 904

Vehicle Identification Number (VIN) / Year / Make / Model / Designation

VALID FROM

September 1, 2018 to August 31, 2019

ATTEST

CHUCK BROERMAN, CLERK & RECORDER

18-069

PERMIT NUMBER

BOARD OF COUNTY COMMISSIONERS

PRESIDENT

EL PASO COUNTY
COLORADO

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EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.c.

To: Board of County Commissioners

From: Thomas Mowle - Public Trustee

Subject: Approval of the Public Trustee's 2018 2nd Quarter Report.

SUMMARY (including information on budgeted matters):

N/A

BACKGROUND (including information on budgeted matters):

N/A

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

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EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.d.

To: Board of County Commissioners

From: Lisa Kirkman - Senior Assistant County Attorney

Subject: Resolution approving General Release and Agreement and monetary settlement regarding litigation case no. 17-cv-02656-WYD-KLM initiated against El Paso County.

SUMMARY (including information on budgeted matters):

This resolution approves a full and final release related to the lawsuit known as Still v. El Paso County, Case No. 17-cv-02656-WYD-KLM, for a total settlement of $60,000.

BACKGROUND (including information on budgeted matters):

Attached please find proposed Resolution and Exhibit A (General Release and Agreement).

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

GENERAL RELEASE AND SETTLEMENT AGREEMENT

RECITALS

1. JASMINE STILL ("**STILL**"), and any and all of her heirs, personal representatives, executors, administrators, attorneys, successors and assigns, are hereinafter collectively referred to as "**RELEASORS**."

2. The County of El Paso, Colorado, and any and all of its current or former entities, officials, officers, employers, successors, assigns, attorneys, employees, agents, servants, insurers, self-insurers and reinsurers, if any, are hereinafter collectively referred to as "**RELEASEES**."

3. **RELEASORS** and **RELEASEES** are collectively referred to as "the Parties."

4. **STILL** filed a lawsuit in the United States District Court for the District of Colorado, Case Number 17-cv-02656-KLM ("the Lawsuit"). The Lawsuit pertained to the general practice ("the Practice") of requiring individuals being held in the El Paso County Criminal Justice Center who were granted a supervised personal recognizance bond to pay a $55 pretrial service fee prior to being released from custody, and how the Practice affected the amount of time **STILL** remained in custody after being granted a supervised personal recognizance bond on January 11, 2017. The factual allegations and claims made by **STILL** in the Lawsuit were and continue to be denied and disputed by **RELEASEES**.

5. The Practice was discontinued November 15, 2017, by Order of Judge William Bain, Chief Judge of the 4th Judicial District of Colorado, pursuant to his authority under C.R.S. §16-4-106.

6. **RELEASORS** have decided to enter into this General Release and Settlement Agreement ("Settlement Agreement") on the terms set out in these RECITALS and the RELEASE below, and to reach a complete resolution of any claims arising from the Practice, or alleged in or relating to the Lawsuit, as well as any and all claims of any kind related to the Practice that **RELEASORS** may have against **RELEASEES,** occurring up to the date of the execution by **RELEASORS** of this Settlement Agreement, for damages and/or injuries of any kind, known and unknown, foreseen and unforeseen. For the purpose of this Settlement Agreement, all of the claims asserted in the Lawsuit, as well as any and all other actual or potential claims or disputes relating to the Practice, shall be referred to hereinafter collectively as the "Claims."

7. In entering into this Settlement Agreement, it is acknowledged that both **RELEASORS** and **RELEASEES** have incurred considerable costs and fees in pursuing and defending this litigation. RELEASEES assert they are entering into this Settlement

EXHIBIT A

Agreement for the sole purpose of avoiding the costs of further litigation that would necessarily be paid with taxpayer funds and that are likely to exceed the costs of this Settlement Agreement.

RELEASE

Release, Covenant Not to Sue, Hold Harmless, and Indemnification

8. **RELEASORS** agree irrevocably and unconditionally to release, discharge and hold harmless, and do release and forever discharge, **RELEASEES** from any and all Claims occurring up to the date of the execution of this Settlement Agreement by **RELEASORS,** for any and all damages, injuries, attorneys' fees, and/or costs, pursuant to any federal or state statute, constitution, common law, contract or otherwise, known and unknown, foreseen and unforeseen, including, but not limited to, any Claims which may now or hereafter arise out of, or result in any way from, the Practice described in the RECITALS and/or the Lawsuit, and/or which have or could have been made, as well as any and all matters relating thereto, and any and all consequences thereof.

9. **RELEASORS** understand and agree that this Settlement Agreement prevents **RELEASORS,** individually or together, from making or bringing any further Claims, of any kind, against **RELEASEES**, arising from or relating to the Practice alleged in the Lawsuit, through the date of execution of this Settlement Agreement. This includes any class action arising out of or relating to the Practice to date or in the future.

10. **RELEASORS** represent and warrant that, other than that which is set forth in the RECITALS to this Settlement Agreement, they have not filed or caused to be filed, or asserted or caused to be asserted, any claim or charge against RELEASEES, in or with any court or agency, based on or related to the Practice or the Claims, and agree that they will not file any claim or charge against **RELEASEES** in or with any court or agency based on or related to the Practice or the Claims.

11. **RELEASORS** hereby declare and represent that, except as may be expressed in this Settlement Agreement, no other person, firm, corporation or entity has received any assignment, subrogation or lien, including, but not limited to, medical lien, attorney lien, levy or right of substitution, arising out of or related to injuries or damages alleged to have been caused by the Practice and/or related to the Claims or the Lawsuit or the money constituting consideration in this Settlement Agreement. In the event **RELEASEES** are subjected to claims by any person, firm, corporation or entity under any actual or purported assignment, subrogation or lien, including, but not limited to, medical lien, attorney lien, levy or right of substitution, arising out of or related to injuries or damages alleged to have been caused by the Practice and/or related to the Claims or the Lawsuit or the money constituting consideration in this Settlement Agreement, **RELEASORS** will hold **RELEASEES** harmless from any such claims or demands and

indemnify **RELEASEES** for any judgment obtained and attorney fees incurred by reason of such purported assignment, subrogation and/or lien.

12. **RELEASORS** understand and agree that they are solely responsible for all tax obligations, including all reporting and payment obligations they may have, that may arise as a consequence of this Settlement Agreement and the monetary consideration provided to them pursuant to it. **RELEASORS** agree that **RELEASEES** have provided no representation or advice as to how this consideration is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the monetary consideration set out herein. **RELEASEES** will report the payment as settlement of a lawsuit involving injury allegations.

13. **RELEASORS** further warrant that they fully realize that they may have sustained unknown and unforeseen losses; costs; expenses; damages; liabilities; claims; bodily, personal or psychological injuries; damage to property; or, business losses, and the consequences thereof that may be at this time, heretofore, and hereafter unknown, unrecognized, and not contemplated by **RELEASORS**, that resulted or may/will result from the Lawsuit, the Practice and the Claims, through the date of execution of this Settlement Agreement, and that no promise or inducement has been offered except as herein set forth and that all agreements and understandings between the Parties are expressed herein and that this Settlement Agreement was executed without reliance upon any statement or representation by **RELEASEES**, and that **RELEASORS** are legally competent to execute this Settlement Agreement. **RELEASORS** accept full responsibility and assume the risk of any mistake of fact or law as to any damages, losses or injuries, whether disclosed or undisclosed, known or unknown, sustained as a result of the Practice and all matters incident and related thereto applicable to the Claims and the Lawsuit and any potential claims **RELEASORS** have or may have against **RELEASEES**.

14. **RELEASORS** expressly understand that this Settlement Agreement constitutes a public record as defined at C.R.S. § 24-72-202 (a) (1), and as such is open for inspection by any person in accordance with the laws of the State of Colorado.

15. **RELEASORS** and **RELEASEES** agree that both will abide by applicable laws and regulations in any future interactions.

Consideration

16. **RELEASEES** agree to pay STILL the amount of **SIXTY THOUSAND DOLLARS and NO CENTS ($60,000.00**) for damages, attorneys' fees and costs, as Consideration for this Settlement Agreement, by tendering a check in that amount payable to the AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF COLORADO ("ACLU"), as attorneys for **STILL,** within fourteen (14) calendar days of the receipt of this Settlement Agreement fully executed by **RELEASORS.**

17. As further Consideration for **RELEASORS** to enter into this Settlement Agreement, **RELEASEES** agree to compensate individuals who had been held in the El Paso County Criminal Justice Center for a night or more, solely because of the Practice, during the period of November 6, 2016, through November 15, 2017, when the Practice ceased. These individuals are hereinafter referred to as "Eligible Individuals," and they shall be offered compensation in the manner described in paragraph 18 of this Settlement Agreement, and the Exhibits referenced therein. The complete list of these Eligible Individuals appears in Exhibit A of this Settlement Agreement ("Compensable Days Chart").

18. **RELEASEES** agree to compensate Eligible Individuals in the amounts listed in the Compensable Days Chart, which reflects a compensation rate of **ONE HUNDRED TWENTY-FIVE DOLLARS and NO CENTS ($125.00)** per day of incarceration solely resulting from the Practice (the "Daily Rate"). Compensable days do not include any periods of incarceration for which an individual was held concurrently (either pretrial or post-conviction) on other charges, offenses or cases, warrants or other valid holds, or sentences, including those for which the individual received credit for time served. In furtherance of the Parties' goal to provide compensation to Eligible Individuals, **RELEASEES** and **RELEASORS** also agree that:

a. **RELEASEES** shall provide the Notice of Entitlement to Compensation for In-Custody, attached as Exhibit B, or the Notice of Entitlement to Compensation for Out-of-Custody, attached as Exhibit C, as applicable, in the manner set forth in the Eligible Individual Notification Process, attached as Exhibit D;

b. Eligible Individuals are entitled to claim their compensation by following the process described in the Claims Process, attached as Exhibit E;

c. Eligible Individuals are entitled to collect their compensation as long as they schedule an Initial Appointment (described in Exhibits B, C, and E) with the El Paso County Attorney's Office ("CAO") to begin the claims process within two years of the date they were released from the incarceration specifically related to the Practice and for which they are due compensation;

d. Exhibit A lists the dates by which each Eligible Individual must schedule an Initial Appointment with the CAO to begin the Claims Process described in Exhibit E;

e. Eligible Individuals who desire to be compensated in accordance with the terms of this Settlement Agreement must execute a release of claims, attached as Exhibit F, a Form W-9, and a Receipt of Compensation Check, contained in Exhibit E; and

f. Eligible Individuals are not parties to this Settlement Agreement, are not clients of the ACLU, and do not have any obligation to accept the compensation offered pursuant to this Settlement Agreement or to sign a release of claims (Exhibit F).

19. The Parties agree that Consideration for this Settlement Agreement is as set forth herein, and includes the above monetary Consideration that shall be full and final payment for all Claims released herein and all Claims that might have been asserted in any state or federal judicial or administrative forum up to the date of execution of this Settlement Agreement, including any claims for attorney fees and costs. It is further understood that payment of the monetary consideration is not to be construed in any way as an admission of liability on the part of the **RELEASEES**. **The RELEASEES herein expressly deny legal liability for any alleged economic and non-economic damages, and affirmatively assert that this Settlement Agreement is entered for the sole purpose of avoiding extraordinary costs of litigation.**

Voluntariness, Denial of Liability, Confidentiality, Entire Agreement

20. **RELEASORS** have carefully read the above and foregoing Settlement Agreement and know the contents thereof and have signed the same as their own free and voluntary acts, and have done so after having reviewed the Settlement Agreement and having had the opportunity to have the same reviewed and explained by counsel, as applicable. **RELEASORS** expressly state that they have been advised of their right to consult additional professionals of their choice, including physicians, lawyers and accountants, regarding any and all known and unknown, foreseen and unforeseen, damages, losses, injuries, costs, losses of services, expenses, liabilities, claims and the consequences thereof, of whatsoever kind and nature, that **RELEASORS** may have or will incur, whether suspected or unsuspected. **RELEASORS** further expressly understand and agree that the signing of this Settlement Agreement shall be forever binding and no rescission, modification or release of **RELEASORS** from the terms of this Settlement Agreement will be made for any mistake.

21. It is expressly understood and agreed that the acceptance of the above-mentioned Consideration is in full accord and satisfaction of a disputed claim and that payment of said sum is not to be construed in any way as an admission of liability on the part of **RELEASEES**, but, on the contrary, **RELEASEES** specifically deny any wrongdoing, misconduct or liability on account of the Practice or Claims or any matters related or incidental thereto, or otherwise.

22. The Parties agree that it is in the best interests of Eligible Individuals to avoid publication of the names of Eligible Individuals. Therefore, **RELEASORS** agree that they will not disclose, disseminate, or publicize Exhibit A, or the Last Known Address List on pages 4-8 of Exhibit D, to any person, corporation, association, government agency, or other entity. Notwithstanding the foregoing, the ACLU may provide the list of names of Eligible Individuals contained in Exhibit A, to homeless service providers in Colorado

Springs and the Office of the Colorado State Public Defender without violating the terms of this Settlement Agreement, as long as the receiving entity agrees not disclose, disseminate or publicize the list and signs Exhibit G (Acknowledgment of Confidentiality).

23. **RELEASORS** understand and agree that the RECITALS and the RELEASE herein constitute this Settlement Agreement and that all agreements and understandings between **RELEASORS** and **RELEASEES** are embodied and expressed herein and that the terms of this Settlement Agreement are contractual.

24. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

25. This Settlement Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument representing this Settlement Agreement of the Parties to this Settlement Agreement.

26. All attachments to this Settlement Agreement are incorporated into this Settlement Agreement and are material terms of this Settlement Agreement.

27. **THE PARTIES** agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

28. **RELEASORS** certify that they have fully read and understand the foregoing Settlement Agreement and hereby affix their signatures as their own free and voluntary acts.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF on behalf of **RELEASEES**,

Date: _____

Office of the El Paso County Attorney
El Paso County, Colorado

_____
Signature

_____
Name

_____
Title

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF on behalf of **RELEASORS**,

JASMINE STILL

JASMINE STILL

I, Rebecca Wallace as attorney for Jasmine Still and as [title] of the American Civil Liberties Union Foundation of Colorado, have reviewed the Settlement Agreement with Jasmine Still and have fully explained each and every term, condition, limitation and obligation set forth herein to her and believe that she is competent and understands the same.

Approved as to form:

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF COLORADO

Date: 9-9-2018

Rebecca Wallace
Staff Attorney, ACLU of Colorado

Exhibit A

List of Eligible Individuals and Compensable Days Chart

Compensable Days Chart

Name	Claim Deadline	Compensable Days
[redacted]	7/14/2019	8
	12/12/2018	7
	11/28/2018	10
	9/19/2019	6
	5/30/2019	7
	6/17/2019	4
	9/26/2019	1
	2/10/2019	1
	7/22/2019	3
	5/31/2019	1
	5/12/2019	1
	6/15/2019	1
	10/24/2019	7
	10/31/2019	1
	7/8/2019	3
	9/26/2019	4
	9/10/2019	3
	9/20/2019	15
	4/13/2019	2
	10/31/2019	7
	5/3/2019	7
	6/21/2019	7
	12/15/2018	2
	10/11/2019	1
	6/22/2019	1
	2/8/2019	7
	10/7/2019	4
	3/20/2019	5
	8/28/2019	6
	5/31/2019	7
	5/3/2019	1
	11/30/2018	2
	4/13/2019	1
	2/27/2019	3
	8/8/2019	8
	2/27/2019	4
	10/3/2019	8
	7/20/2019	41
	1/24/2019	1
	6/21/2019	7
	10/2/2019	17
	6/20/2019	7
	9/29/2019	1
	7/2/2019	3
	11/16/2018	1
	7/8/2019	29
	7/14/2019	7
	3/3/2019	4
	6/12/2019	13
	12/7/2018	1
	1/11/2019	7

[redacted]	5/5/2019	3
	8/10/2019	2
	1/28/2019	3
	7/14/2019	1
	2/22/2019	1
	12/8/2018	1
	9/6/2019	8
	7/7/2019	19
	7/21/2019	3
	2/24/2019	1
	12/30/2018	3
	2/25/2019	4
	6/20/2019	11
	4/21/2019	11
	11/3/2019	10
	3/10/2019	3
	12/15/2018	1
	2/15/2019	1
	6/28/2019	1
	12/23/2018	4
	6/22/2019	6
	5/17/2019	7
	6/6/2019	1
	1/19/2019	1
	3/31/2019	10
	4/7/2019	7
	7/21/2019	1
	11/14/2018	6
	8/18/2019	2
	10/12/2019	10
	12/20/2018	1
	8/16/2019	33
	8/8/2019	7
	6/30/2019	1
	8/5/2019	2
	12/21/2018	1
	4/3/2019	7
	12/6/2018	8
	2/14/2019	4
	1/11/2019	7
	12/11/2018	4
	4/27/2019	2
	11/17/2018	2
	5/4/2019	2
	10/24/2019	5
	11/2/2019	7
	4/1/2019	3
	1/31/2019	1
	4/9/2019	3
	3/21/2019	18
	1/12/2019	22
	6/14/2019	8
	6/14/2019	1
	8/31/2019	8

[redacted]	12/20/2018	1
	4/5/2019	6
	6/22/2019	1
	10/25/2019	1
	6/20/2019	1
	11/16/2019	8
	3/11/2019	3
	7/5/2019	9
	3/7/2019	1
	3/1/2019	7
	8/3/2019	1
	1/30/2019	7
	8/22/2019	1
	11/29/2018	7
	1/31/2019	1
	7/21/2019	7
	8/15/2019	1
	12/1/2018	1
	12/22/2018	7
	10/10/2019	8
	9/15/2019	4
	1/2/2019	13
	5/10/2019	2
	6/21/2019	7
	5/23/2019	7
	10/5/2019	5
	1/30/2019	4
	8/10/2019	10
	2/25/2019	4
	1/18/2019	1
	5/18/2019	1
	10/17/2019	15
	6/15/2019	2
	8/31/2019	14
	11/18/2018	36
	12/29/2018	8
	11/2/2019	3
	8/18/2019	3
	12/8/2018	2
	9/23/2019	4
	8/11/2019	3
	9/2/2019	4
	1/12/2019	1
	6/11/2019	3
	12/31/2018	12
	2/22/2019	1
	11/24/2018	9
	1/19/2019	37
	11/8/2019	2
	2/15/2019	9
	1/5/2019	2
	1/1/2019	4
	8/8/2019	1
	11/30/2018	2

8/22/2019	4
6/16/2019	3
6/20/2019	6
6/19/2019	7
8/4/2019	4
10/3/2019	1
11/6/2019	17
8/16/2019	1
5/16/2019	1
12/8/2018	1
8/15/2019	7
11/17/2018	2
5/30/2019	7
8/9/2019	14
1/4/2019	7
1/24/2019	12
1/26/2019	1
10/13/2019	3
9/7/2019	8
1/17/2019	6
12/16/2018	7
7/11/2019	5
6/7/2019	1
TOTAL PEOPLE	***TOTAL DAYS***
182	***1043***

Exhibit B

Notice of Entitlement to Compensation

(In Custody)

Notice of Entitlement to Compensation

You have been identified by the American Civil Liberties Union of Colorado (ACLU) and El Paso County (County) as being entitled to money for being held in the El Paso County Criminal Justice Center (CJC) sometime between October 2016 and November 2017, for at least one additional night after a court granted you a supervised personal recognizance bond. The additional time you spent in the CJC appears to have been due to your failure to pay a $55 pre-trial services fee.

The County has reached an agreement ("Agreement") with the ACLU. As part of the Agreement, the ACLU negotiated for the County to compensate specifically-named individuals who were held in the CJC for failure to pay a $55 pre-trial services fee after a court granted the individual a supervised personal recognizance bond. You are one of those individuals who the ACLU and the County have agreed is eligible for compensation.

The Agreement provides for a specific amount of money for you and the other specifically-named individuals. Under the terms of the Agreement, the County has agreed to compensate you at a rate of $125 for each day of incarceration after you were granted a supervised personal recognizance bond. The County will compensate you *only* for days you spent in jail *solely* due to the failure to pay the $55 fee. The County will not compensate you for time you spent in the CJC if you were also held at the same time for any other case or reason. With these preconditions in mind, the ACLU and the County calculated and agreed to the number of days in the CJC for which you appear entitled to compensation. You may contact the ACLU or the County for information regarding the amount of money that you may claim pursuant to the Agreement.

You are not an ACLU client. You have no obligation to accept the money. But, you have the opportunity to collect the money if you wish. If you choose to collect the money, you will be required to sign a release of claims (General Release), as well as a Form W-9 Request for Taxpayer Identification Number and Certification (Form W-9). The General Release will prohibit you from bringing any legal action against the County for having been held in custody solely for failure to pay the $55 fee. The General Release is attached for your review.

The money is available only for a limited period of time. You may collect the money within two years of the date you were released from the incarceration related specifically to the $55 fee ("Limitation Period").

How to collect your compensation

To claim your compensation, you have two (2) options:

Option 1. You may, while in custody and at any time prior to the expiration of the Limitation Period, submit a kiosk request, using the CJC's inmate kiosk system, to request a meeting with a representative from the County Attorney's Office (CAO). Upon receipt of the kiosk request, the CJC will

notify the CAO of your request, and the CAO will coordinate a meeting with you at the CJC. Should you desire to receive compensation, you will be required to sign the General Release and complete the Form W-9 at the time of the meeting.

Option 2. In the alternative, or if you have been released from custody prior to meeting in the CJC with the representatives from the CAO, you may make an initial appointment ("Initial Appointment") to meet with a representative of the CAO at Centennial Hall, 200 S. Cascade Avenue, Colorado Springs. The Initial Appointment is to begin the process of providing you compensation. If you choose this Option 2, you must make the Initial Appointment within the Limitation Period. To schedule the Initial Appointment, please call 719-520-6485. Appointments will be scheduled to occur within 14 calendar days of your call. When you set up the Initial Appointment, you will be asked for your address and to provide a telephone number, if available, where you can be reached should the Initial Appointment require rescheduling. If you do not have an address, you may choose to use the address of the Marian House or Springs Rescue Mission. You will also be asked if you have a valid, government-issued photo ID and a Social Security Number (if you do not have a valid photo ID and/or Social Security Number, your appointment may be scheduled more than 14 days after your call).

When you meet with the CAO representative for the scheduled Initial Appointment, you will be asked to present your photo ID. If you do not have a valid, government-issued photo ID, you still may claim compensation. In that instance, a CAO representative and a representative from the ACLU will take your photo and ask for information to confirm your identity. The CAO will not use the appointment as an opportunity to request law enforcement to run a routine warrants check on you. A warrants check would only be permissible if you engage in conduct during the appointment that causes law enforcement to be called.

At the Initial Appointment, after your identity has been confirmed, you will be asked to sign the General Release and the Form W-9. For the Form W-9, you will need to provide your address and your Social Security Number. If you do not have an address, you may use the address of Springs Rescue Mission or Marian House.

Once you sign the General Release and the Form W-9, your claim compensation check will be processed and made available within seven (7) business days for you to pick up. If, however, you have a valid, government-issued photo ID and an address, you will be offered the opportunity to

sign a third document called a Consent to Mail Delivery Waiver ("Consent"). The Consent authorizes the County to send your claim compensation check to the address provided by you, via certified U.S. Mail, return receipt requested and signed for only by you. This way, you will not have to return for a second appointment to pick up your check.

If you do not have a valid, government-issued photo ID or address, you will need to pick up the claim compensation check at a later date. To do so, before the conclusion of the Initial Appointment, you will need to make a new appointment to pick up your check. When you meet with the CAO representative for the new appointment to pick up your check, you will be asked to sign a receipt form acknowledging that you received your check. The new appointment will be no fewer than seven (7) business days after the Initial Appointment, to allow time for processing of the check.

If you have questions or problems collecting the compensation

If you wish to speak with the ACLU about obtaining a social security number or about your entitlement to money, the amount of money you are eligible to collect, or if you are having trouble collecting the money from the County, please contact Becca Curry, ACLU Criminal Justice Researcher and Policy Counsel, at 720-402-3115 or at bcurry@aclu-co.org. Please note the ACLU is not your attorney in this matter, but the ACLU can provide you with information about the Agreement with the County.

Receipt of Notice Acknowledgment

I, _____, hereby acknowledge that I received a document titled "Notice of Entitlement to Compensation."

_____ _____
Signature Date

Print Name:_____

_____ _____
Witness Date

Print Name:_____

Position:_____

For EPSO: Upon providing the attached Notice to the inmate, please ask the inmate to sign this Receipt. You, or another person who observes the inmate signing the Receipt, should then complete the Witness information (if the inmate refuses to sign this Receipt, please note the refusal on the form with the date and time it occurred). Please retain the Receipt, but leave the Notice with the inmate. The receipt should then be forwarded by email to Peter Lichtman, Senior Assistant County Attorney, at peterlichtman@elpasoco.com. If there are any questions, please contact Mr. Lichtman at that email address or by telephone at 719-520-7032

GENERAL RELEASE

1. I, _____, and any and all of my heirs, personal representatives, executors, administrators, attorneys, successors, and assigns, are hereinafter collectively referred to as "INDIVIDUAL."

2. El Paso County, Colorado, and any of its current or former elected offices, entities, officials, employers, successors, assigns, attorneys, employees, volunteers, agents, servants, insurers, self-insurers, and reinsurers, if any, including, but not limited to, OneBeacon America Insurance Company, are hereinafter collectively referred to as "COUNTY."

3. INDIVIDUAL acknowledges and understands that INDIVIDUAL may have potential legal claims ("Potential Claims") against COUNTY related to INDIVIDUAL's incarceration in the El Paso County Criminal Justice Center ("CJC") sometime between October 2016 and November 2017. Specifically, the Potential Claims derive from INDIVIDUAL being held in custody at the CJC for at least one additional night after a court granted INDIVIDUAL a supervised personal recognizance bond solely because INDIVIDUAL did not pay a $55 pre-trial services fee ("PTS Fee-Related Detention").

4. INDIVIDUAL has decided to enter into this General Release pursuant to the terms of this agreement to reach a complete resolution of the Potential Claims arising out of the PTS Fee-Related Detention in return for, and in consideration of, payment of _____ ("Consideration Payment"). A check for the Consideration Payment will be made payable to the name of INDIVIDUAL and issued within seven (7) business days of INDIVIDUAL signing this General Release.

5. INDIVIDUAL acknowledges and understands that the payment of the Consideration Payment is not to be construed in any way as an admission of liability on the part of COUNTY, but, on the contrary, COUNTY specifically denies any wrongdoing, misconduct or liability with regard to the Potential Claims or any matters related or incidental thereto, or otherwise.

6. By entering into this General Release, and accepting the Consideration Payment, INDIVIDUAL agrees to irrevocably and unconditionally release, discharge and hold harmless COUNTY from any and all Potential Claims for any and all damages, injuries, and/or costs, relating to or arising from, the PTS Fee-Related Detention.

7. INDIVIDUAL acknowledges and understands that by entering into this General Release, and accepting the Consideration Payment in exchange for giving up the Potential Claims, INDIVIDUAL is agreeing to a final settlement of the Potential Claims ("Final Settlement"). INDIVIDUAL further acknowledges and understands that agreeing to this Final Settlement means that INDIVIDUAL is giving up the right to file a lawsuit and go to court on matters related to the Potential Claims or participate in any class-action arising from the PTS Fee-Related Detention.

8. INDIVIDUAL acknowledges and understands that INDIVIDUAL is not required to enter into this General Release or accept this Final Settlement, and that INDIVIDUAL is entering into this General Release and accepting this Final Settlement knowingly and voluntarily.

9. INDIVIDUAL acknowledges and understands that INDIVIDUAL is solely responsible for all tax obligations, including all reporting and payment obligations INDIVIDUAL may have, that may arise as a consequence of this General Release and the Consideration Payment made to INDIVIDUAL pursuant to it. INDIVIDUAL agrees that COUNTY has provided no representation or advice as to how this Consideration Payment is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the Payment Consideration described herein.

10. INDIVIDUAL acknowledges and understands that INDIVIDUAL has the right to seek the assistance of an attorney or any other professional or person(s) to review and explain this General Release to INDIVIDUAL before signing it.

Exhibit C

Notice of Entitlement to Compensation

(Out of Custody)

Notice of Entitlement to Compensation

You have been identified by the American Civil Liberties Union of Colorado (ACLU) and El Paso County (County) as being entitled to money for being held in the El Paso County Criminal Justice Center (CJC) sometime between October 2016 and November 2017, for at least one additional night after a court granted you a supervised personal recognizance bond. The additional time you spent in the CJC appears to have been due to your failure to pay a $55 pre-trial services fee.

The County has reached an agreement ("Agreement") with the ACLU. As part of the Agreement, the ACLU negotiated for the County to compensate specifically-named individuals who were held in the CJC for failure to pay a $55 pre-trial services fee after a court granted the individual a supervised personal recognizance bond. You are one of those individuals who the ACLU and the County have agreed is eligible for compensation.

The Agreement provides for a specific amount of money for you and the other specifically-named individuals. Under the terms of the Agreement, the County has agreed to compensate you at a rate of $125 for each day of incarceration after you were granted a supervised personal recognizance bond. The County will compensate you *only* for days you spent in jail *solely* due to the failure to pay the $55 fee. The County will not compensate you for time you spent in the CJC if you were also held at the same time for any other case or reason. With these preconditions in mind, the ACLU and the County calculated and agreed to the number of days in the CJC for which you appear entitled to compensation. You may contact the ACLU or the County for information regarding the amount of money that you may claim pursuant to the Agreement.

You are not an ACLU client. You have no obligation to accept the money. But, you have the opportunity to collect the money if you wish. If you choose to collect the money, you will be required to sign a release of claims (General Release), as well as a Form W-9 Request for Taxpayer Identification Number and Certification (Form W-9). The General Release will prohibit you from bringing any legal action against the County for having been held in custody solely for failure to pay the $55 fee. The General Release is attached for your review.

The money is available only for a limited period of time. You may collect the money within two years of the date you were released from the incarceration related specifically to the $55 fee ("Limitation Period").

How to collect your compensation

To claim your compensation, you must make an initial appointment ("Initial Appointment) to meet with a representative of the County Attorney's Office (CAO) at Centennial Hall, 200 S. Cascade Avenue, Colorado Springs. The Initial Appointment is to begin the process of providing you compensation. You must call to schedule the Initial Appointment within the Limitation Period. You may make that appointment by calling 719-520-6485. Appointments will be scheduled to occur within 14 calendar days of your call. When you set up the Initial Appointment, you will be asked for your address and to provide a telephone number, if available, where you can be reached should the

initial Appointment require rescheduling. If you do not have an address, you may choose to use the address of the Marian House or Springs Rescue Mission. You will also be asked if you have a valid, government-issued photo ID and a Social Security Number (if you do not have a valid photo ID and/or Social Security Number, your appointment may be scheduled more than 14 days after your call).

When you meet with the CAO representative for the scheduled Initial Appointment, you will be asked to present your photo ID. If you do not have a valid, government-issued photo ID, you still may claim compensation. In that instance, a County representative and a representative from the ACLU will take your photo and ask for information to confirm your identity. El Paso County will not use the appointment as an opportunity to request law enforcement to run a routine warrants check on you. A warrants check would only permissible if you engage in conduct during the appointment that causes law enforcement to be called.

At the Initial Appointment, after your identity has been confirmed, you will be asked to sign the General Release and the Form W-9. For the Form W-9, you will need to provide your address and your Social Security Number. If you do not have an address, you may use the address of Springs Rescue Mission or Marian House.

Once you sign the General Release and the Form W-9, your claim compensation check will be processed and made available within seven (7) business days for you to pick up. If, however, you have a valid, government-issued photo ID and an address, you will be offered the opportunity to sign a third document called a Consent to Mail Delivery Waiver ("Consent"). The Consent authorizes the County to send your claim compensation check to the address provided by you, via certified U.S. Mail, return receipt requested and signed for only by you. This way, you will not have to return for a second appointment to pick up your check.

If you do not have a valid, government issued photo ID or address, you will need to pick up the claim compensation check at a later date. To do so, before the conclusion of the Initial Appointment, you will need to make a new appointment to pick up your check. When you meet with the CAO representative for the new appointment to pick up your check, you will be asked to sign a receipt form acknowledging that you received your check. The new appointment will be no fewer than seven (7) business days after the Initial Appointment, to allow time for processing of the check.

If you have questions or problems collecting the compensation

If you wish to speak with the ACLU about obtaining a social security number or about your entitlement to money, the amount of money you are eligible to collect, or if you are having trouble collecting the money from the County, please contact Becca Curry, ACLU Criminal Justice Researcher and Policy Counsel, at 720-402-3115 or at bcurry@aclu-co.org. Please note the ACLU is not your attorney in this matter, but the ACLU can provide you with information about the Agreement with the County.

Receipt of Notice Acknowledgment

I, _____, hereby acknowledge that I received a document titled "Notice of Entitlement to Compensation."

_____ _____

Signature Date

Print Name:_____

_____ _____

Witness Date

Print Name:_____

Position:_____

GENERAL RELEASE

1. I, _____, and any and all of my heirs, personal representatives, executors, administrators, attorneys, successors, and assigns, are hereinafter collectively referred to as "INDIVIDUAL."

2. El Paso County, Colorado, and any of its current or former elected offices, entities, officials, employers, successors, assigns, attorneys, employees, volunteers, agents, servants, insurers, self-insurers, and reinsurers, if any, including, but not limited to, OneBeacon America Insurance Company, are hereinafter collectively referred to as "COUNTY."

3. INDIVIDUAL acknowledges and understands that INDIVIDUAL may have potential legal claims ("Potential Claims") against COUNTY related to INDIVIDUAL's incarceration in the El Paso County Criminal Justice Center ("CJC") sometime between October 2016 and November 2017. Specifically, the Potential Claims derive from INDIVIDUAL being held in custody at the CJC for at least one additional night after a court granted INDIVIDUAL a supervised personal recognizance bond solely because INDIVIDUAL did not pay a $55 pre-trial services fee ("PTS Fee-Related Detention").

4. INDIVIDUAL has decided to enter into this General Release pursuant to the terms of this agreement to reach a complete resolution of the Potential Claims arising out of the PTS Fee-Related Detention in return for, and in consideration of, payment of _____ ("Consideration Payment"). A check for the Consideration Payment will be made payable to the name of INDIVIDUAL and issued within seven (7) business days of INDIVIDUAL signing this General Release.

5. INDIVIDUAL acknowledges and understands that the payment of the Consideration Payment is not to be construed in any way as an admission of liability on the part of COUNTY, but, on the contrary, COUNTY specifically denies any wrongdoing, misconduct or liability with regard to the Potential Claims or any matters related or incidental thereto, or otherwise.

6. By entering into this General Release, and accepting the Consideration Payment, INDIVIDUAL agrees to irrevocably and unconditionally release, discharge and hold harmless COUNTY from any and all Potential Claims for any and all damages, injuries, and/or costs, relating to or arising from, the PTS Fee-Related Detention.

7. INDIVIDUAL acknowledges and understands that by entering into this General Release, and accepting the Consideration Payment in exchange for giving up the Potential Claims, INDIVIDUAL is agreeing to a final settlement of the Potential Claims ("Final Settlement"). INDIVIDUAL further acknowledges and understands that agreeing to this Final Settlement means that INDIVIDUAL is giving up the right to file a lawsuit and go to court on matters related to the Potential Claims or participate in any class-action arising from the PTS Fee-Related Detention.

8. INDIVIDUAL acknowledges and understands that INDIVIDUAL is not required to enter into this General Release or accept this Final Settlement, and that INDIVIDUAL is entering into this General Release and accepting this Final Settlement knowingly and voluntarily.

9. INDIVIDUAL acknowledges and understands that INDIVIDUAL is solely responsible for all tax obligations, including all reporting and payment obligations INDIVIDUAL may have, that may arise as a consequence of this General Release and the Consideration Payment made to INDIVIDUAL pursuant to it. INDIVIDUAL agrees that COUNTY has provided no representation or advice as to how this Consideration Payment is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the Payment Consideration described herein.

10. INDIVIDUAL acknowledges and understands that INDIVIDUAL has the right to seek the assistance of an attorney or any other professional or person(s) to review and explain this General Release to INDIVIDUAL before signing it.

Exhibit D

Eligible Individual Notification Process

Eligible Individual Notification Process:

1. The County will attempt to notify all Eligible Individuals (EIs) of their entitlement to compensation as follows: The County Attorney's Office ("CAO") will send, via regular U.S. Mail, the Notice of Entitlement to Compensation (Attachment C of the Settlement Agreement, hereinafter referred to as the "Notice"), to the last known address of each EI within ten (10) business days of the full execution of the Settlement Agreement. A list of the last known address of each EI ("LKA List") is contained in pages 4-8 of this document.

2. **El Paso County Jail:** Upon full execution of the Settlement Agreement, the CAO will provide the List of EIs ("EI List") to the El Paso County Criminal Justice Center (CJC"). The CJC will have in place an electronic system to "flag" the names of all EIs on the EI List, and those names will be entered in the system.[1] If an EI is booked into the CJC, the system will automatically alert the CJC.

   When the CJC is alerted to an EI being in custody, a CJC employee will serve the EI with the Notice (for individuals in custody) before 2 p.m. that day and have the EI sign a Receipt of Notice Acknowledgment ("Receipt").[2] Within twenty-four (24) hours of that occurring, the CJC employee will notify the CAO via email that the EI was identified as being in custody and served with the Notice.[3] The CJC will attach a copy of the Receipt to the email. Upon receipt of the email from the CJC, the CAO will forward that email to the ACLU.

   An EI who is in-custody at the CJC may, while in custody and at any time prior to the expiration of the Limitation Period (described in the Notice), submit a kiosk request, using the CJC's inmate kiosk system, to request a meeting with a representative from the CAO. The CJC will, in turn, notify the CAO of the meeting request,[4] and the CAO will then schedule a meeting with the EI at the CJC as soon as practicable, but in any event within seven (7) calendar days of notice from the CJC.

3. **ACLU:**

   a. The ACLU may provide a list of the names of Eligible Individuals and copies of the Notice to the Office of the Colorado State Public Defender and homeless service providers in Colorado Springs pursuant to paragraph 22 of the Settlement Agreement.

---

[1] The system will be de-activated on November 15, 2019.

[2] If the EI refuses to sign the Receipt, the CJC employee will note that on the form.

[3] The email should be directed to Senior Assistant County Attorney, Peter Lichtman, at peterlichtman@elpasoco.com. If the CJC has any questions, it shall contact Mr. Lichtman at that email address or by telephone at 719-520-7032.

[4] Notification shall be directed to Senior Assistant County Attorney, Peter Lichtman, at peterlichtman@elpasoco.com within twenty-four (24) hours of the kiosk request being made. If the CJC has any questions, it shall contact Mr. Lichtman at that email address or by telephone at 719-520-7032.

b. The ACLU and Plaintiffs may provide the Notice to any Eligible Individual with whom the ACLU comes into contact.

c. ACLU shall provide the CAO the name of any Eligible Individual to whom it provides the Notice and copies of the Acknowledgement of Confidentiality obtained from any homeless service provider with whom it shares the List of Eligible Individuals ("EI List") within five (5) days of giving the Notice or sharing the EI List.

d. **County's Notification to ACLU**: Within ten (10) business days of full execution of the Settlement Agreement, the CAO will confirm to the ACLU via email that it has sent the Notice to each Eligible Individual on the LKA List. Every month thereafter, for six (6) months, the CAO will provide the ACLU a list of all individuals who have: a) responded to the Notice and have scheduled appointments to complete their paperwork to collect settlement money in the month prior, and b) collected settlement money and the date of such collection. After six (6) months has passed, the CAO will provide the ACLU with the afore-mentioned information as claims are made and processed, as the number of EIs responding to the Notice will have likely reduced significantly by that time and a monthly update may be unnecessary.

Receipt of Notice Acknowledgment

I, _____, hereby acknowledge that I received a document titled "Notification to Eligible Individual."

_____ _____

Signature Date

Print Name:_____

_____ _____

Witness Date

Print Name:_____

Position:_____

CONFIDENTIAL – DO NOT DUPLICATE OR DISSEMINATE

Last Known Address List

Last Name	First Name	Address	City	State	Zip
[redacted]					

Exhibit E

Eligible Individual Claim Process

Eligible Individual Claim Process:

1. **Eligible Individuals (EIs) in custody at the El Paso County Criminal Justice Center (CJC):** Upon receipt of an inmate kiosk request for a meeting with El Paso County Attorney's Office ("CAO") from an EI in custody at the CJC, the CJC shall notify the CAO.[1] The CAO shall then schedule a meeting with the EI at the CJC, and that meeting will occur within seven (7) calendar days of notice from the CJC. At that meeting, the EI will have an opportunity to settle his or her claim. To obtain the compensation agreed to under the Settlement Agreement, the EI will be required to sign three documents:

    a. a General Release [p. 7 of this document];

    b. a Form W-9 tax form, for which a Social Security Number and address will be required [p. 12 of this document]; and,

    c. upon later receipt of the claim compensation check, a Receipt acknowledging receipt of that check[2] [p. 5 of this document].

    Because identity of an EI who is in-custody has already been established through the booking process, the CAO need not take additional steps to confirm the EI's identity.

    Any EI released from custody prior to the CAO representative meeting with the individual will need to follow the procedure outlined in paragraph 2 below to obtain a settlement.

2. **Eligible Individuals out-of-custody:**

    Initiation of claim process: EIs may set an Initial Appointment ("Initial Appointment") with the CAO to claim compensation under the Settlement Agreement by calling 719-520-6485. Initial Appointments will be scheduled to occur within 14 days of the initial call, except when an individual does not have a valid, government-issued photo ID and/or Social Security Number, in which case logistics required to confirm identity may cause a delay of the Initial Appointment. When scheduling the Initial Appointment, the EI will be asked to provide his or her address and to provide a telephone number, if available, where he or she can be reached should the Initial Appointment require rescheduling. If the EI does not have an address, the CAO will offer to use the address of either Marian House or Springs Rescue Mission a (an address is needed to issue a settlement check). The CAO will also ask the EI if he or she has a valid, government-issued photo ID and a Social Security Number (a Social Security

[1] Notification shall be directed to Senior Assistant County Attorney, Peter Lichtman, at peterlichtman@elpasoco.com, within twenty-four (24) hours of the kiosk request being made. If the CJC has any questions, it shall contact Mr. Lichtman at that email address or by telephone at 719-520-7032.

[2] The settlement check will be issued and delivered to the EI within seven (7) business days of execution of the General Release and Form W-9. If the EI has been released from custody prior to delivery of the check, it will be held at the CAO for pick up by the EI.

Number is needed to issue a settlement check), as the responses may affect the scheduling of the Initial Appointment.

Initial Appointment with CAO: A CAO representative will meet with the EI in the lobby of Centennial Hall, 200 S. Cascade Avenue, to process his/her claim for compensation under the Settlement Agreement.

The CAO will not use the encounter with the EIs an opportunity to request law enforcement to run a routine warrants check on the EI in an effort to arrest the EI. A warrants check would only be performed if the EI engages in conduct during the encounter that causes law enforcement to be called.

To obtain the compensation agreed to under the Settlement Agreement, all EIs will be required to sign two documents at the Initial Appointment:

a. a General Release [p. 7 of this document], and

b. a Form W-9 tax form, for which a Social Security Number and address will be required [p. 12 of this document].

Except as noted in the following paragraph, EIs will be offered the opportunity to execute a third document -- a Consent to Mail Delivery Waiver ("Consent") -- authorizing that the claim compensation check be sent to the address provided by the EI, via certified U.S. Mail, return receipt requested and signed for only by the EI [p. 6 of this document]. Execution of the Consent will obviate the need for the EI to return for a second appointment to pick up his/her claim compensation check.

At the Initial Appointment, upon being presented with a valid, government-issued photo identification from an EI, the CAO will notarize the EI's signature on the General Release and ask the EI to fill out the W-9 form (a Social Security Number and an address are required). The EI will also be offered the opportunity to execute the Consent at that time, unless the EI has no address. If the EI has no address, the CAO will offer to use the Marian House or Springs Rescue Mission as an address, but the EI will need to pick up the claim compensation check at a later date (the EI will be asked to schedule a date and time to pick up the check and to sign the Receipt of payment; that second appointment will be no more than seven (7) business days from the Initial Appointment).

If, in advance of the Initial Appointment, the EI has advised the CAO that he or she does not have a valid, government issued photo ID, the CAO will order the EI's booking information (that information will include booking photo; date of birth; social security number; information on scars, tattoos and piercings; and, other potential identifying information) In those cases where a person claims to be an EI but does not possess a government-issued photo ID, the CAO and ACLU will meet with the individual together.

At that meeting, the claimant will be photographed and will be asked to fill out a form asking for the claimant's full name, date of birth, signature, Social Security Number,

address/location, and description of any scars, tattoos or piercings. If the identity of the individual can be confirmed by comparing the photo, date of birth, social security number, signature and scars, tattoos or piercings to those on file, the CAO process the claim, using a General Release form that will be witnessed by representatives from the ACLU and the CAO, in lieu of being notarized.

After an EI's identity is confirmed and after the EI signs the General Release and Form W-9, the EI will also be offered the opportunity to execute the Consent at that time, unless the EI has no address. If the EI has no address, the CAO will offer to use the Marian House or Springs Rescue Mission as an address, but the EI will need to pick up the claim compensation check at a later date (the EI will be asked to schedule a date and time to pick up the check and to sign the Receipt of payment; that second appointment will be no more than seven (7) business days from the Initial Appointment).

The CAO representative will instruct the EI that he/she may cash the claim compensation check at Wells Fargo Bank, 410 S. Cascade Avenue, Colorado Springs, for $7.50. If the Eligible Individual does not have ID, the CAO will call the bank to let them know the EI will be arriving shortly to cash a check, and that the CAO has verified the EI's identity, but the CAO cannot guarantee the bank will honor the check without ID.

No ID Verification

Full Name (print)	
Date Today	
Date of Birth	
Signature	
SSN#	

Scars, Tattoos, Piercings	

Photo:

Receipt of Compensation Check

I, _____, hereby acknowledge

that on this _____ day of _____, 20_____, at _____ a.m./p.m., I received

check no. _____ in the amount of _____ from El Paso County.

Signature: _____

Printed:_____

_____ _____

Witness Date

Print Name:_____

Position:_____

Consent to Mail Delivery Waiver

I, _____, by my signature below, authorize El Paso County to mail my claim compensation check, via certified U.S. Mail, return receipt requested and signed for only by me, to the following address: _____

_____.

I acknowledge that the check will be made payable to me, in the amount of _____. By signing below, I waive any claim against El Paso County regarding any delay in delivery of the check, and agree to contact the County Attorney's Office at 719-520-6485, if I do not receive the check (or notice of attempted delivery) within 14 business days of signing this Consent to Mail Delivery Waiver.

Signature: _____

Printed: _____

_____ _____

Witness Date

Print Name: _____

Position: _____

GENERAL RELEASE

1. I, _____, and any and all of my heirs, personal representatives, executors, administrators, attorneys, successors, and assigns, are hereinafter collectively referred to as "INDIVIDUAL."

2. El Paso County, Colorado, and any of its current or former elected offices, entities, officials, employers, successors, assigns, attorneys, employees, volunteers, agents, servants, insurers, self-insurers, and reinsurers, if any, including, but not limited to, OneBeacon America Insurance Company, are hereinafter collectively referred to as "COUNTY."

3. INDIVIDUAL acknowledges and understands that INDIVIDUAL may have potential legal claims ("Potential Claims") against COUNTY related to INDIVIDUAL's incarceration in the El Paso County Criminal Justice Center ("CJC") sometime between October 2016 and November 2017. Specifically, the Potential Claims derive from INDIVIDUAL being held in custody at the CJC for at least one additional night after a court granted INDIVIDUAL a supervised personal recognizance bond solely because INDIVIDUAL did not pay a $55 pre-trial services fee ("PTS Fee-Related Detention").

4. INDIVIDUAL has decided to enter into this General Release pursuant to the terms of this agreement to reach a complete resolution of the Potential Claims arising out of the PTS Fee-Related Detention in return for, and in consideration of, payment of _____ ("Consideration Payment"). A check for the Consideration Payment will be made payable to the name of INDIVIDUAL and issued within seven (7) business days of INDIVIDUAL signing this General Release.

5. INDIVIDUAL acknowledges and understands that the payment of the Consideration Payment is not to be construed in any way as an admission of liability on the part of COUNTY, but, on the contrary, COUNTY specifically denies any wrongdoing, misconduct or liability with regard to the Potential Claims or any matters related or incidental thereto, or otherwise.

6. By entering into this General Release, and accepting the Consideration Payment, INDIVIDUAL agrees to irrevocably and unconditionally release, discharge and hold harmless COUNTY from any and all Potential Claims for any and all damages, injuries, and/or costs, relating to or arising from, the PTS Fee-Related Detention.

7. INDIVIDUAL acknowledges and understands that by entering into this General Release, and accepting the Consideration Payment in exchange for giving up the Potential Claims, INDIVIDUAL is agreeing to a final settlement of the Potential Claims ("Final Settlement"). INDIVIDUAL further acknowledges and understands that agreeing to this Final Settlement means that INDIVIDUAL is giving up the right to file a lawsuit and go to court on matters related to the Potential Claims or participate in any class-action arising from the PTS Fee-Related Detention.

8. INDIVIDUAL acknowledges and understands that INDIVIDUAL is not required to enter into this General Release or accept this Final Settlement, and that INDIVIDUAL is entering into this General Release and accepting this Final Settlement knowingly and voluntarily.

9. INDIVIDUAL acknowledges and understands that INDIVIDUAL is solely responsible for all tax obligations, including all reporting and payment obligations INDIVIDUAL may have, that may arise as a consequence of this General Release and the Consideration Payment made to INDIVIDUAL pursuant to it. INDIVIDUAL agrees that COUNTY has provided no representation or advice as to how this Consideration Payment is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the Payment Consideration described herein.

10. INDIVIDUAL acknowledges and understands that INDIVIDUAL has the right to seek the assistance of an attorney or any other professional or person(s) to review and explain this General Release to INDIVIDUAL before signing it.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF on behalf of COUNTY:

Date: _____

Office of the El Paso County Attorney
El Paso County, Colorado

_____
Peter A. Lichtman
Senior Assistant County Attorney

IN WITNESS THEREOF on behalf of INDIVIDUAL:

Date: _____

_____
Signature of INDIVIDUAL

_____
Printed name of INDIVIDUAL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

SWORN TO AND SUBSCRIBED by _____, INDIVIDUAL, this ____ day of _____, 201___.

WITNESS my hand and official seal.

My commission expires: _____.

[SEAL]

_____
Notary Public

Dated this _____day of _____, 20____

(Without ID)

IN WITNESS THEREOF on behalf of COUNTY:

Date: _____

Office of the El Paso County Attorney
El Paso County, Colorado

_____
Peter A. Lichtman
Senior Assistant County Attorney

IN WITNESS THEREOF on behalf of INDIVIDUAL:

Date: _____

_____
Signature of INDIVIDUAL

_____
Printed name of INDIVIDUAL

Verification (to be completed by ACLU)

I, _____, state that I have compared the booking photo, date of birth, social security number, signature (if any), and/or scars, tattoos and piercings (if any), provided for the INDIVIDUAL, to a photograph, date of birth, social security number, signature, and/or scars, tattoos and piercings (if any), collected from or observed on the person claiming to be the INDIVIDUAL, on this ____ day of _____, 20___, and find that, to the best of my ability, the compared identifiers are sufficiently similar such that it is reasonable to conclude that the INDIVIDUAL and the person claiming to be the INDIVIDUAL are the same person.

Signature: _____

Printed:_____

Verification (to be completed by CAO)

I, _____, state that I have compared the booking photo, date of birth, social security number, signature (if any), and/or scars, tattoos and piercings (if any), provided for the INDIVIDUAL, to a photograph, date of birth, social security number, signature, and/or scars, tattoos and piercings (if any), collected from or observed on the person claiming to be the INDIVIDUAL, on this ____ day of _____, 20___, and find that, to the best of my ability, the compared identifiers are sufficiently similar such that it is reasonable to conclude that the INDIVIDUAL and the person claiming to be the INDIVIDUAL are the same person.

Signature: _____

Printed:_____

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Exhibit F

Release of Potential Claims (with & without ID)

GENERAL RELEASE

1. I, _____, and any and all of my heirs, personal representatives, executors, administrators, attorneys, successors, and assigns, are hereinafter collectively referred to as "INDIVIDUAL."

2. El Paso County, Colorado, and any of its current or former elected offices, entities, officials, employers, successors, assigns, attorneys, employees, volunteers, agents, servants, insurers, self-insurers, and reinsurers, if any, including, but not limited to, OneBeacon America Insurance Company, are hereinafter collectively referred to as "COUNTY."

3. INDIVIDUAL acknowledges and understands that INDIVIDUAL may have potential legal claims ("Potential Claims") against COUNTY related to INDIVIDUAL's incarceration in the El Paso County Criminal Justice Center ("CJC") sometime between October 2016 and November 2017. Specifically, the Potential Claims derive from INDIVIDUAL being held in custody at the CJC for at least one additional night after a court granted INDIVIDUAL a supervised personal recognizance bond solely because INDIVIDUAL did not pay a $55 pre-trial services fee ("PTS Fee-Related Detention").

4. INDIVIDUAL has decided to enter into this General Release pursuant to the terms of this agreement to reach a complete resolution of the Potential Claims arising out of the PTS Fee-Related Detention in return for, and in consideration of, payment of _____ ("Consideration Payment"). A check for the Consideration Payment will be made payable to the name of INDIVIDUAL and issued within seven (7) business days of INDIVIDUAL signing this General Release.

5. INDIVIDUAL acknowledges and understands that the payment of the Consideration Payment is not to be construed in any way as an admission of liability on the part of COUNTY, but, on the contrary, COUNTY specifically denies any wrongdoing, misconduct or liability with regard to the Potential Claims or any matters related or incidental thereto, or otherwise.

6. By entering into this General Release, and accepting the Consideration Payment, INDIVIDUAL agrees to irrevocably and unconditionally release, discharge and hold harmless COUNTY from any and all Potential Claims for any and all damages, injuries, and/or costs, relating to or arising from, the PTS Fee-Related Detention.

7. INDIVIDUAL acknowledges and understands that by entering into this General Release, and accepting the Consideration Payment in exchange for giving up the Potential Claims, INDIVIDUAL is agreeing to a final settlement of the Potential Claims ("Final Settlement"). INDIVIDUAL further acknowledges and understands that agreeing to this Final Settlement means that INDIVIDUAL is giving up the right to file a lawsuit and go to court on matters related to the Potential Claims or participate in any class-action arising from the PTS Fee-Related Detention.

8. INDIVIDUAL acknowledges and understands that INDIVIDUAL is not required to enter into this General Release or accept this Final Settlement, and that INDIVIDUAL is entering into this General Release and accepting this Final Settlement knowingly and voluntarily.

9. INDIVIDUAL acknowledges and understands that INDIVIDUAL is solely responsible for all tax obligations, including all reporting and payment obligations INDIVIDUAL may have, that may arise as a consequence of this General Release and the Consideration Payment made to INDIVIDUAL pursuant to it. INDIVIDUAL agrees that COUNTY has provided no representation or advice as to how this Consideration Payment is to be characterized or allocated or as to the tax treatment or tax reporting or payment obligations for the Payment Consideration described herein.

10. INDIVIDUAL acknowledges and understands that INDIVIDUAL has the right to seek the assistance of an attorney or any other professional or person(s) to review and explain this General Release to INDIVIDUAL before signing it.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF on behalf of COUNTY:

Date: _____

Office of the El Paso County Attorney
El Paso County, Colorado

_____
Peter A. Lichtman
Senior Assistant County Attorney

IN WITNESS THEREOF on behalf of INDIVIDUAL:

Date: _____

_____
Signature of INDIVIDUAL

_____
Printed name of INDIVIDUAL

STATE OF COLORADO)
) ss.
COUNTY OF _____)

SWORN TO AND SUBSCRIBED by _____, INDIVIDUAL, this ____ day of _____, 201___.

WITNESS my hand and official seal.

My commission expires: _____.

[SEAL]

_____
Notary Public

Dated this _____day of _____, 20____

(Without ID)

IN WITNESS THEREOF on behalf of COUNTY:

Date: _____

Office of the El Paso County Attorney
El Paso County, Colorado

_____
Peter A. Lichtman
Senior Assistant County Attorney

IN WITNESS THEREOF on behalf of INDIVIDUAL:

Date: _____

_____
Signature of INDIVIDUAL

_____
Printed name of INDIVIDUAL

Verification (to be completed by ACLU)

I, _____, state that I have compared the booking photo, date of birth, social security number, signature (if any), and/or scars, tattoos and piercings (if any), provided for the INDIVIDUAL, to a photograph, date of birth, social security number, signature, and/or scars, tattoos and piercings (if any), collected from or observed on the person claiming to be the INDIVIDUAL, on this ____ day of _____, 20___, and find that, to the best of my ability, the compared identifiers are sufficiently similar such that it is reasonable to conclude that the INDIVIDUAL and the person claiming to be the INDIVIDUAL are the same person.

Signature: _____

Printed: _____

Verification (to be completed by CAO)

I, _____, state that I have compared the booking photo, date of birth, social security number, signature (if any), and/or scars, tattoos and piercings (if any), provided for the INDIVIDUAL, to a photograph, date of birth, social security number, signature, and/or scars, tattoos and piercings (if any), collected from or observed on the person claiming to be the INDIVIDUAL, on this ____ day of _____, 20___, and find that, to the best of my ability, the compared identifiers are sufficiently similar such that it is reasonable to conclude that the INDIVIDUAL and the person claiming to be the INDIVIDUAL are the same person.

Signature: _____

Printed: _____

Exhibit G

Acknowledgement of Confidentiality

ACKNOWLEDGEMENT OF CONFIDENTIALITY

I acknowledge that the American Civil Liberties Union of Colorado (ACLU) has provided me a copy of the "*List of Eligible Individuals*" who are entitled to settlement money from the County of El Paso, Colorado.

I further understand that:

- As part of the notification process, the ACLU of Colorado has agreed to limit circulation of this "*List of Eligible Individuals*" to the parties and their attorneys with two exceptions. The ACLU may provide homeless service providers in Colorado Springs and the Office of the Colorado State Public Defender a copy of the "List of Eligible Individuals," provided that the receiving entity agrees not to disclose, disseminate or publicize the list.
- As a representative of an outside entity receiving a copy of the "*List of Eligible Individuals*," I agree not to disclose, disseminate, or publicize the list.
- I understand that I may use the list to identify Eligible Individuals, inform them of their entitlement to settlement money, and provide them a copy of the document entitled "Notice of Entitlement to Compensation," provided to me by the ACLU.

_____
Print name of Representative

_____
Signature of Representative

_____
Entity

_____
Date

RESOLUTION NO. 18-

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION APPROVING GENERAL RELEASE AND AGREEMENT AND MONETARY SETTLEMENT REGARDING LITIGATION CASE NO. 17-CV-02656-WYD-KLM INITIATED AGAINST EL PASO COUNTY

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1), 30-11-103 and 30-11-107(1), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board"), has the legislative authority to make all contracts and to settle all accounts of the County and to exercise such other and further powers as are conferred by law; and

WHEREAS, Jasmine Still (hereinafter "Still"), through her attorneys, the American Civil Liberties Union Foundation of Colorado (hereinafter "ACLU") initiated litigation case no. 17-cv-02656-WYD-KLM against El Paso County; and

WHEREAS, Still desires by means of a General Release and Agreement (hereinafter "Agreement"), to release El Paso County, and any and all County departments, offices, employees, agents, and assigns (hereinafter "County"), for injuries of any kind regarding any matters associated with the above-noted litigation and any subsequent concerns that may have occurred up to the date of this resolution, in exchange for consideration in the amount of Sixty Thousand Dollars and no cents ($60,000.00) payable by check from El Paso County to the ACLU, and other such consideration as more specifically detailed in the Agreement, attached hereto as Exhibit A; and

WHEREAS, it is understood that this is not an admission of liability on the part of the County, but in furtherance of the advice of counsel to avoid the expense of litigation; and

WHEREAS, the Agreement and consideration referenced therein is the proper means to reach full and final settlement of all litigation initiated by Still, including any and all subrogation claims; and

WHEREAS, the monetary settlement of Sixty Thousand Dollars and no cents ($60,000.00) to be paid by check from El Paso County to the ACLU is being made for the sole purpose of avoiding the costs of litigation, which will exceed the cost of this settlement; and

WHEREAS, it is necessary that this Agreement and payment of the monetary settlement be approved by the Board in order to effectuate the transaction described herein.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the General Release and Agreement pertaining to litigation case no. 17-cv-02656-WYD-KLM brought by Still, through the ACLU, against the County, and the monetary settlement described herein, as well as the other consideration outlined in the Agreement, and that the aforementioned funds are a full and final settlement.

BE IT FURTHER RESOLVED, that the Board hereby designates the Office of the County Attorney to sign the aforementioned General Release and Agreement, in the same or substantially similar form as that attached to this resolution, as well as any and all additional documents as necessary to carry out the intent of the Board as described herein pursuant to the approval of this resolution.

DONE THIS _____ day of August, 2018 at Colorado Springs, Colorado.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Chuck Broerman
El Paso County Clerk and Recorder

By: _____
Darryl Glenn, President

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.e.1.

To: Board of County Commissioners

From: Eileen Gonzales - Contracts and Procurement Manager, Contracts & Procurement Division

Subject: Approval of a Purchase Order to UCHealth-Memorial Hospital (IGA 18-247), for Co-Responder Services for the El Paso Sheriff's Office (EPSO) at a total cost of $95,603.00.

SUMMARY (including information on budgeted matters):

This item is to request Approval of a Purchase Order to UCHealth-Memorial Hospital (IGA 18-247), for Co-Responder Services for the El Paso Sheriff's Office (EPSO) at a total cost of $95,603.00.

BACKGROUND (including information on budgeted matters):

The EPSO is working with DHS under a grant fund for a Co-Responder Services Program to better link people behavioral health issues to appropriate services by creating law enforcement and behavioral health partnership to identify calls for service where behavioral health maters may be the relevant factor. (Ref: Approved Resolution 18-247.

UCHealth-Memorial Hospital is located in Colorado Springs.

Backup information for this item is available for review in the Contracts & Procurement Division.

Revenue/Funding Sources:	General Funds
Revenue/Funding Amount:	$95,603.00
Tabor Impact	N/A
Increase to Approved Budget	N/A
Net Cost to El Paso County:	$95,603.00
Total Project Cost:	$95,603.00

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Vendor is Local

Budget Summary

Revenue/Funding Sources:	General Fund
Revenue/Funding Amount:	$95,603
Future Revenue/Funding Amount:	
Subject to TABOR?	No
Increase to Original Adopted Budget:	$0
Increase to Future Budget:	$0
Net Cost to El Paso County:	$95,603
Future Net Cost to El Paso County:	$0
Total Project Cost:	$95,603
Future Total Project Cost:	$0

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.e.2.

To: Board of County Commissioners

From: Eileen Gonzales - Contracts and Procurement Manager, Contracts & Procurement Division

Subject: Approval of a change order to Express Employment Professionals for three (3) full time temporary positions and one (1) part time temporary position for the Department of Human Services at a not-to-exceed cost of $156,338.00 (State Contract 96478YYY 02P).

SUMMARY (including information on budgeted matters):

This item is to request the approval of a change order to Express Employment Professionals for three (3) full time temporary positions and one (1) part time temporary position for the Department of Human Services at a not-to-exceed cost of $156,338.00 (State Contract 96478YYY02P).

BACKGROUND (including information on budgeted matters):

El Paso County Department of Human Services (DHS) contracts with Express Employment Professionals under state agreement number 96478YYY02P for temporary staffing services.

These four temporary positions (three full time, and one part time) are necessary to carry out two separate grants managed by DHS. The position rates are determined by Express Employment Professionals based on the tasks and qualifications for these positions.

El Paso County Department of Human Services received grant funding from Food and Nutritional Services (FNS) to implement HSConnects, a workflow technology solution to improve the efficiency of the Health First Colorado (formerly known as Medicaid) eligibility determination system to produce faster outcomes for clients, increase the efficiency of sharing client paperwork, and streamline processing practices. The Human/Social Services Departments of El Paso, Pueblo, Adams, and Arapahoe Counties agreed to partner on this grant, and El Paso County is the fiscal agent for this project.

One (1) position is included in the HSConnects project, and grant budget. This position will be working out of the Pueblo County Department of Social Services office, and will perform scanning duties related to the system.

DHS also received grant funding for the purpose of Medical Assistance outreach and cleanup from Health Care Policy and Financing (HCPF). This grant provides for two (2) full time positions and one

(1) part time position to deliver one-on-one services to PEAK clients, perform outreach regarding PEAK, PEAK Pro, and PEAK Health, and perform cleanup activities relating to Medical Assistance workload.

Express Employment Professionals local office is located in Colorado Springs, CO.

Backup information for this item is available for review in the Contract & Procurement Division.

Revenue/Funding Sources:	County Funds (0%)	State Funds (35%)	Federal Funds (65%)
Revenue/Funding Amount:	$0	$55,129.00	$101,209.00
Tabor Impact:	Yes		
Increase to Approved Budget:	No		
Net Cost to El Paso County:	$0		
Total Project Cost:	$220,485.20		

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Vendor is Local

Budget Summary

Revenue/Funding Sources:	Grant Funds (Federal), Grant Funds (State/Local)
Revenue/Funding Amount:	$101,209, $55,129
Future Revenue/Funding Amount:	
Subject to TABOR?	Yes
Increase to Original Adopted Budget:	$0
Increase to Future Budget:	$0
Net Cost to El Paso County:	$0
Future Net Cost to El Paso County:	$0
Total Project Cost:	$220,485
Future Total Project Cost:	$0

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 7.e.3.

To: Board of County Commissioners

From: Eileen Gonzales - Contracts and Procurement Manager, Contracts & Procurement Division

Subject: Purchase order to Runbeck Election Service, Inc. for Printing of Ballots, Ballot Envelope Packets & Mail Ballot Insertion/Mailing Services for the 2018 General Election for the El Paso County Clerk & Recorder. Award amount is an estimated cost of $650,733.10. (Contract # 17-055)

SUMMARY (including information on budgeted matters):

This item is to request approval of a purchase order to Runbeck Election Service, Inc. for Printing of Ballots, Ballot Envelope Packets & Mail Ballot Insertion/Mailing Services for the 2018 General Election for the El Paso County Clerk & Recorder. Award amount is an estimated cost of $650,733.10. (Contract # 17-055)

BACKGROUND (including information on budgeted matters):

During March 2017, specifications were written and best value sealed bids were solicited (IFB 17-055) for Printing of Ballots, Ballot Envelope Packets & Mail Ballot Insertion/Mailing Services for the El Paso County Clerk & Recorder.

Award of IFB 17-055 was made to Runbeck Election Services, Inc. of Tempe, Arizona. The purchase order period of performance was for an initial one (1) period, from date of award, with four (4) one-year renewal options. All option years are the discretion of El Paso County.

Runbeck Election Services, Inc. is located in Tempe, Arizona.

Backup information for this item is available for review in the Contracts & Procurement Division.

Revenue/Funding Sources:	General Fund
Revenue/Funding Amount:	$650,733.10
Is there a TABOR Impact:	No
Increase to Original Budget	No
Net Cost to El Paso County:	$650,733.10
Total Project Cost:	$650,733.10

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Vendor is Out of State

Runbeck Election Services Inc. is located in Tempe, Arizona.

Budget Summary

Revenue/Funding Sources:	General Fund
Revenue/Funding Amount:	$650,733
Future Revenue/Funding Amount:	
Subject to TABOR?	No
Increase to Original Adopted Budget:	$0
Increase to Future Budget:	$0
Net Cost to El Paso County:	$650,733
Future Net Cost to El Paso County:	$0
Total Project Cost:	$650,733
Future Total Project Cost:	$0

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 8.a.

To: Board of County Commissioners

From: Len Kendall - Project Manager , Planning and Community Development Department

Subject: ANNEXATION IMPACT REPORT - (a quasi-judicial matter before the Board of County Commissioners)
A request by the City of Colorado Springs for acceptance of an annexation impact report for the Dublin North Addition No. 4. The two parcels, totaling 10.91 acres, are zoned RR-5 (Residential Rural) and are located approximately 365 feet northeast of the intersection of Tutt Boulevard and Dublin Boulevard. (Tax Schedule Nos. 53070-02-003 and 53070-02-004) (ANX-18-004)

SUMMARY (including information on budgeted matters):

ANNEXATION IMPACT REPORT - (a quasi-judicial matter before the Board of County Commissioners)
A request by the City of Colorado Springs for acceptance of an annexation impact report for the Dublin North Addition No. 4. The two parcels, totaling 10.91 acres, are zoned RR-5 (Residential Rural) and are located approximately 365 feet northeast of the intersection of Tutt Boulevard and Dublin Boulevard. (Tax Schedule Nos. 53070-02-003 and 53070-02-004) (ANX-18-004)

BACKGROUND (including information on budgeted matters):

EXECUTIVE SUMMARY - Request by the City of Colorado Springs for acceptance of an annexation impact report. The proposed annexation includes two (2) parcels totaling 10.91 acres as well as the segment of Vickie Lane alongside the northern boundary of the parcels. The subject parcels are located within an enclave, and the proposed zoning is in line with the surrounding land uses in the area. The attached Annexation Impact Report details all requirements of Colorado Revised Statutes, as well as the regulations in the El Paso County Land Development Code (2018). The attached draft annexation agreement provides specific direction regarding things such as utility services, emergency services, financing the extension of utility services, street improvements, land use, and potential drainage improvements.

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

EL PASO COUNTY

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)

STAN VANDERWERF
LONGINOS GONZALEZ
PEGGY LITTLETON

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

TO: **El Paso County Board of County Commissioners**
Darryl Glenn, President

FROM: **Len Kendall, Planner I**
Jeff Rice, PE Engineer III
Craig Dossey, Executive Director

RE: **Project File #: ANX-18-004**
Project Name: Dublin North Addition No. 4
Parcel Nos.: 53070-02-003, 53070-02-004

OWNER:	REPRESENTATIVE:
Vickie Lane LLC PO BOX 1204 Monument, CO 80132	City of Colorado Springs Catherine Carleo 30 S Nevada Suite 105 Colorado Springs, CO 80903

Commissioner District: 2

Planning Commission Hearing Date:	N/A
Board of County Commissioners Hearing Date	8/14/2018

EXECUTIVE SUMMARY

Request by the City of Colorado Springs for acceptance of an annexation impact report. The proposed annexation includes two (2) parcels totaling 10.91 acres as well as the segment of Vickie Lane alongside the northern boundary of the parcels. The subject parcels are located within an enclave, and the proposed zoning is in line with the surrounding land uses in the area. The attached Annexation Impact Report details all requirements of Colorado Revised Statutes, as well as the regulations in the El Paso County Land Development Code (2018). The attached draft annexation agreement provides specific direction regarding things such as utility services, emergency services, financing the extension of utility services, street improvements, land use, and potential drainage improvements.

A. REQUEST/WAIVERS/AUTHORIZATION

Request: Request by the City of Colorado Springs for acceptance of an annexation impact report. The proposed annexation includes two (2) parcels totaling 10.91 acres located northeast of the intersection of Tutt Boulevard and Dublin Boulevard.

Waiver(s): No waivers are associated with this request

Authorization to Sign: N/A

B. PLANNING COMMISSION SUMMARY

Planning Commission review and recommendation is not required for an annexation impact report under the El Paso County Land Development Code (2018).

C. APPROVAL CRITERIA

Pursuant to state statute, the County does not approve or deny an annexation impact report. The annexation impact report provided by the City of Colorado Springs puts the County on notice and describes potential impacts in very general terms. This request complies with Chapter 10 Annexation and Disconnection of the El Paso County Land Development Code (2018) and with state statute. The Code standards for review of an Annexation Impact Report are as follows:

10.1.7. Standards for Review of Annexation Impact Reports

The Board of County Commissioners shall evaluate the annexation impact report for the following:

- Has the municipality made adequate provisions for the requisite level of utility services to the area?
- Has the municipality made adequate provisions for the requisite level of police and fire protection?
- Will the proposed annexation encourage growth patterns which are inconsistent with the Master Plan either in terms of the type of land use or the timing of such growth?
- Will the proposed annexation create unreasonable roadway maintenance/drainage problems?
- Will the proposed annexation have unreasonable detrimental impacts upon land adjoining the area proposed to be annexed in terms of land use compatibility, timing of growth or other development related concerns?
- Will the annexation create County enclaves within the municipality which have little or no possibility of future annexation by the municipality?
- Will the annexation remove land from an existing special district to the extent that the provision of service by the special district to the balance of the special district is no longer financially feasible?

The Board of County Commissioners may choose to forward written comments to the annexing municipality, time permitting, or designate an authorized representative to present the Board's comments at the annexation hearing.

D. LOCATION

North:	City of Colorado Springs	Single Family Residential
South:	City of Colorado Springs	Single Family Residential
East:	City of Colorado Springs	Single Family Residential
West:	RR-5 (Residential Rural)/City of Colorado Springs	Single Family Residential/ Vacant/Commercial

E. BACKGROUND

The two (2) parcels under consideration for annexation to the City of Colorado Springs are located northeast of the intersection of Tutt Boulevard and Dublin Boulevard. The parcels are surrounded on three (3) sides by the City of Colorado Springs. The subject parcels are part of an area of the County that is within an enclave of the City. The enclave is virtually split in half from north to south by Powers Boulevard, where it is zoned RR-5 (Residential Rural) to the East of Powers Boulevard and a mix of A-5 (Agricultural) and CC (Commercial Community) to the West of Powers Boulevard. The parcels are bound by five (5) City subdivisions (Dublin North Filing No. 7, Dublin North Filing Nos. 4 and 6, Tutt Corners Filing No. 1, and Dublin Townhomes). The proposed zoning for Dublin North Addition No. 4 is a mix of General Commercial and PUD (Residential) with the Airport Overlay over both.

The El Paso County Planning and Community Development Department received an Outside Agency Review (OAR1610) for this project. There were no concerns at the time with this development from a planning perspective. The Engineering Division requested a drainage report to confirm there will not be any negative impacts to unincorporated properties.

F. ANALYSIS

1. **Land Development Code Analysis**
   Not Applicable

2. **Policy Plan Analysis**
   The El Paso County Policy Plan (1998) has a dual purpose; it serves as a guiding document concerning broader land use planning issues, and provides a framework to tie together the more detailed sub-area elements of the County Master Plan. Relevant policies are as follows:

Policy 6.6.1: Support the municipal annexation of enclaves and other developed urban density areas, unless these areas are currently being provide with both adequate and cost-effective facilities and services.

Policy 6.6.2: Encourage municipalities to undertake complete or at least phased annexations of enclaves and other largely surrounded areas in order to avoid the problems associated with piecemeal annexations. Alternatively, the cost-effectiveness of annexing remaining enclaves should be considered within the context of the overall area.

These policies are applicable to the subject annexation proposal. The proposed area is within an enclave and the annexation would incorporate part of the enclave into the City of Colorado Springs.

3. **Small Area Plan Analysis**
   The site is not located within the boundaries of a small area plan

4. **Other Master Plan Elements**
   The proposed annexation complies with all other master plan elements.

5. **Special District Issues**
   The site is not within any Special Districts.

G. PHYSICAL SITE CHARACTERISTICS

1. **Floodplain**
   There is no FEMA floodplain within the site.

2. **Drainage And Erosion**
   The parcels proposed for annexation are located within the Sand Creek drainage basin. The annexation agreement requires the property owner to comply with City drainage criteria, standards, policies and ordinances at the time of development.

3. **Transportation**
   The parcels proposed for annexation are located northeast of the intersection of Dublin Boulevard and Tutt Boulevard, south of Vickie Lane. The annexation is to include the adjacent portion of Vickie Lane. Access is via Vickie Lane, which is required by the annexation agreement to be constructed by the owner to City local residential collector standards (to include sidewalk). The connecting segments of Vickie Lane east and west of the project were previously annexed and constructed. The annexation agreement also requires the owner to construct sidewalk along Dublin Boulevard adjacent to the site, thereby filling the gap between existing sidewalks.

H. SERVICES

1. Water

Colorado Springs Utilities will provide water to the parcels upon annexation

2. Sanitation

Colorado Spring Utilities will provide wastewater service to the parcels upon annexation.

3. Emergency Services

The City of Colorado Springs will provide police and fire protection to the parcels upon annexation.

4. Utilities

Electrical service and natural gas service will be provided by Colorado Springs Utilities to the parcels upon annexation.

I. ATTACHMENTS

Vicinity Map
Annexation Impact Report
Annexation Plat
Draft Annexation Agreement
Board of County Commissioners Resolution

El Paso County Assessor's Office

6145 VICKIE LN
SCHEDULE: 5307002003 and 5307002004
OWNER: VICKIE LANE LLC

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N
W E
S

DUBLIN NORTH NO. 4
ANNEXATION IMPACT REPORT

JULY 18, 2018

The Annexor and property owner, Vickie Lane LLC, have submitted an annexation application request to the City of Colorado Springs consisting of 10.91 acres located northeast of the intersection of Tutt Boulevard and Dublin Boulevard. The State of Colorado requires that an Annexation Impact Report (A.I.R.) be prepared and submitted to the Board of County Commissioners of El Paso County prior to being heard by the City Council of Colorado Springs. The required elements of the A.I.R. are as follows:

31-12-108.5. Annexation Impact Report
The municipality shall prepare an impact report concerning the proposed annexation at least twenty-five days before the date of the hearing (August 14, 2018 City Council Regular meeting) established pursuant to section 31-12-108 and shall file one copy with the board of county commissioners governing the area proposed to be annexed within five days thereafter. Such report shall not be required for annexations of ten acres or less in total area or when the municipality and the board of county commissioners governing the area proposed to be annexed agree that the report may be waived.

Such report shall include, as a minimum:

a) A map or maps of the municipality and adjacent territory to show the following information:
   (I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   (II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and
   (III) The existing and proposed land use pattern in the areas to be annexed;
b) A copy of any draft or final pre-annexation agreement, if available;
c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
e) A statement identifying existing districts within the area to be annexed; and
f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The applicant has prepared the Dublin North No. 4 Concept Plan, which is attached and which provides most of the requested information. The remainder of this report will answer the specifically listed A.I.R. checklist information.

a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

The attached Concept Plan and Annexation Plat are contextual maps of the proposed annexation, which shows the site, City and County boundaries, and current zoning in both jurisdictions.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation; and

The attached Concept Plan shows the location of major existing and proposed streets, City utility, public improvements and drainage infrastructure and facilities.

(III) The existing and proposed land use pattern in the area to be annexed;
The attached Concept Plan shows the proposed land use pattern for the area being annexed. Currently there the site is surrounding on the adjacent eastern boundary with existing single-family residential. The proposed plan will allow for further residential with a higher density along with commercial lots as development moves westward towards existing commercial development at Tutt Boulevard and Dublin Boulevard.

b) A copy of any draft or final pre-annexation agreement, if available;
Attached find the most recent draft of the Dublin North Addition No. 4 Annexation Agreement.

c) A statement setting forth the plans of the municipality for extending to or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;
If the annexation is approved by the City Council, all municipal services (utilities, fire, police, streets, etc.) will be provided by the City of Colorado Springs.

d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;
This property will be subject to standard annexation agreement provisions regarding extension of public facilities and utilities. Generally, the owner/developer is responsible for extending these services into the annexed land.

e) A statement identifying existing districts within the area to be annexed; and
According to El Paso County Assessor records, the subject property is in the following districts:

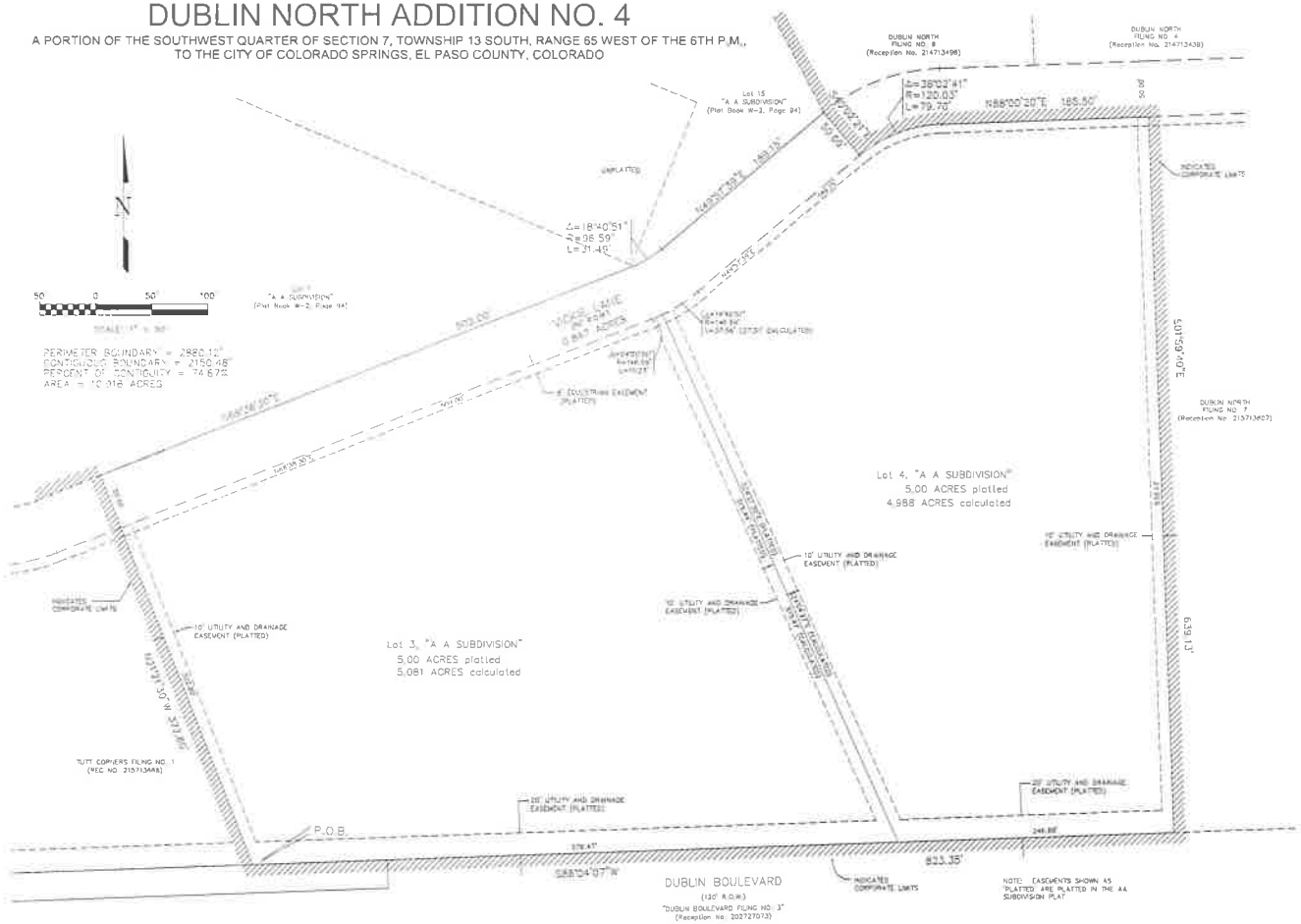
- Falcon School District 49;
- Pikes Peak Library District

f) A statement on the effect of annexation upon local-public school district systems, including the estimated number of students generated and the capital construction required to educate such students.
Student generation from proposed additional homes will be minimal compared to the overall adjacent neighborhoods. There is no capital construction required to educate such students. School fees in lieu of land dedication will be paid with all subsequent final subdivision plats.

Enclosure: Dublin North No. 4 Concept Plan
Dublin North No. 4 Annexation Plat
Dublin North No. 4 Annexation Agreement Draft

DUBLIN NORTH ADDITION NO. 4

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE 6TH P.M., TO THE CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO



BE IT KNOWN BY THESE PRESENTS:

That VICKIE LANE, LLC, a Colorado Limited Liability Company, being the petitioner-of-interest for the annexation of the hereinafter described real property:

A tract of land being a portion of the Southwest Quarter of Section 7, Township 13 South, Range 65 West of the 6th P.M., also being Lots 3 and 4, A A SUBDIVISION (Plat Book W-2, Page 94, El Paso County, Colorado records), and adjacent Vickie Lane (50' R.O.W.), in El Paso County, Colorado, described as follows:

BEGINNING at the Southwest corner of said Lot 3;
thence N 21°21'30" W along the westerly line of said Lot 3 and its Northerly extension, 372.80 feet to a point on the Northerly right of way line of said Vickie Lane;

The following 3 courses are along said Northerly right of way line:
1) N 88°38'30" E, 509.00 feet;
2) along the arc of a curve to the left, said curve having a central angle of 18°40'51", a radius of 96.59 feet for an arc distance of 31.49 feet;
3) N 69°57'39" E, 189.15 feet to an angle point on the Westerly boundary of DUBLIN NORTH FILING NO. 5, reception no. 214713496 said records;
thence S 40°02'21" E, 50.00 feet to a point on the Southerly right of way line of said Vickie Lane and the north line of said Lot 4;

The following 4 courses are along the lines of said lots 3 and 4:
1) along the arc of a curve to the right, said curve having a central angle of 38°03'41", a radius of 120.03 feet for an arc distance of 79.70 feet;
2) N 88°00'20" E tangent to aforesaid curve, 185.50 feet;
3) S 01°59'40" E, 639.13 feet;
4) S 88°04'07" W, 823.35 feet to the POINT OF BEGINNING

Containing 12.916 acres, more or less.

IN WITNESS WHEREOF:

The aforementioned, VICKIE LANE, LLC, a Colorado Limited Liability Company, has executed this instrument;

VICKIE LANE, LLC, a Colorado Limited Liability Company

BY: _____ _____
Kristin Ottaway, Manager DATE

NOTARIAL:

STATE OF COLORADO }
} SS
COUNTY OF EL PASO }

The above and aforementioned was acknowledged before me this _____ day of _____ 20____ A.D., by Kristin Ottaway, Manager of VICKIE LANE, LLC, a Colorado Limited Liability Company

Witness my Hand and Seal: _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Daniel L. Kupferer, a Professional Land Surveyor in the State of Colorado, do hereby state that the map shown hereon is a correct delineation of the above described parcel of land and that at least one sixth (1/6) of the peripheral boundary of said parcel is contiguous to the present boundary of the City of Colorado Springs, El Paso County, Colorado.

Daniel L. Kupferer
Colorado Professional Land Surveyor No. 18465

PRELIMINARY COPY
SUBJECT TO FINAL CITY APPROVAL

CITY APPROVAL:

On behalf of the City of Colorado Springs, the undersigned hereby approve for filing the accompanying annexation of DUBLIN NORTH ADDITION NO. 4.

_____ _____ _____ _____
City Engineer Date Director, Development Services Date

The annexation of the real property shown on this plat is approved pursuant to an ordinance made and adopted by the City of Colorado Springs, El Paso County, Colorado, by action of the City Council of the City of Colorado Springs at it's meeting on the

_____ day of _____, 20____ A.D.

ATTEST: _____ _____
City Clerk President of City Council

RECORDING:

STATE OF COLORADO }
} SS
COUNTY OF EL PASO }

I hereby certify that this instrument was filed for record in my office at _____ o'clock ____ M. this _____ day of _____ 20 _____ A.D., and is duly recorded under Reception No. _____ of the records of El Paso County, Colorado.

Chuck Broerman, Clerk and Recorder

Fee: _____ By: _____
Deputy

CALL BEFORE YOU DIG 811 DIAL 811

No.	Description	By	Date
1	INITIAL SUBMITTAL	TJW	07/17/15
2	1ST COMMENTS	TJW	09/15/15
3	2ND COMMENTS	TJW	10/26/15
4	3RD COMMENTS	TJW	12/21/15
5	4TH COMMENTS	TJW	03/11/16
6	5TH COMMENTS	TJW	05/31/16

H Scale: 1" = 50'
V Scale: N/A
Drawn By: MEG
Date: 05/2/16

Land Development Consultants, Inc.
PLANNING • SURVEYING
Colorado Springs, CO 80907 (719) 593-0173

ANNEXATION PLAT
DUBLIN NORTH ADDITION NO. 4

Project No.: 15005
Sheet: 1 of 1

COLORADO SPRINGS
OLYMPIC CITY USA

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT
Land Use Review Division

DATE: July 18, 2018

TO: Clerk to the Board of County Commissioners – Kristy Smart
El Paso County Development Services Department

FROM: Catherine Carleo, Principal Planner

RE: Dublin North No. 4 Annexation

Pursuant to CRS 31-12-108.5 please find enclosed a copy of the Annexation Impact Report for the Dublin North No. 4 Annexation located northeast of the intersection of Tutt Boulevard and Dublin Boulevard consisting of 10.91 acres. No County action is required or deemed necessary. This project is scheduled for consideration by City Council on August 14, 2018. Should you have any questions please feel free to contact me.

Catherine Carleo AICP
Principal Planner
p: 719.385.5060
e: kcarleo@springsgov.com

C: File CPC A 15-00039; CPC ZC 16-00026; CPC PUZ 16-00029; CPC CP 16-00030

Enclosure: Annexation Impact Report
Dublin North No. 4 Concept Plan
Dublin North No. 4 Annexation Plat
Dublin North No. 4 Annexation Agreement Draft

RECEIVED

_____ _____
Name (Print) - Signature Date

DUBLIN NORTH ADDITION NO. 4 ANNEXATION
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), dated this ___ day of _____, 20__, is between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), and Vickie Lane LLC ("Owner" or "Property Owner").

I.
INTRODUCTION

The Owner owns all of the real property located in El Paso County, Colorado, identified and described on the legal description attached as Exhibit A (the "Property").

The growth of the Colorado Springs metropolitan area makes it likely that the Property will experience development in the future. The Owner will be required to expend substantial amounts of funds for the installation of infrastructure needed to service the Property and, therefore, desires to clarify Owner's obligations for installation of or payment for any off-site infrastructure or improvements and with regard to the City's agreements with respect to provision of services to the Property and cost recoveries available to Owner. Subject to the terms and conditions set forth in this Agreement, both the City and Owner wish to annex the Property into the City to ensure its orderly development. In consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which are acknowledged by each of the parties, the City and Owner agree as follows.

II.
ANNEXATION

The Owner has petitioned the City for annexation of the Property. The annexation will become effective upon the effective date of the ordinance documenting final approval by the City Council of the annexation (the "annexation ordinance") after satisfying all conditions precedent to annexation identified in this Agreement and the recording of (a) certified copies of the annexation ordinance and annexation plat in accordance with C.R.S. 31-12-113, (b) a fully-executed original of this Agreement, and (c) a fully-executed Dublin North Addition No. 4 special warranty deed and irrevocable consent to the appropriation, withdrawal, and use of groundwater as forth in Exhibit B and the annexation ordinance with the El Paso County Clerk and Recorder.

All references to the Property or to the Owner's Property are to the Property described in Exhibit A except as otherwise indicated.

III.
LAND USE

As provided in City Code, the Manager of the City Planning and Development Department has waived the requirement of submission of a land use master plan for this annexation because it meets the criteria in section 7.5.403B. The Dublin North Addition No. 4 Concept Plan for the Property, City file number CPC CP 16-00030, (the "Concept Plan") has been proposed and submitted to the City for approval. Owner will comply with the approved Concept Plan or an amended concept plan approved in accord with applicable provisions of the Code of the City of Colorado Springs 2001, as amended or recodified ("City Code").

IV.
ZONING

A. Zoning. The Planning and Development Department of the City agrees to recommend that the initial zone for the Owner's Property shall be partially zoned General Business with an Airport Overlay (C-6/AO) and partially zoned Planned Unit Development with an Airport Overlay (PUD/AO) upon annexation as shown on the proposed Concept Plan. While zoned PUD/AO and C-6/AO, a development plan shall be required for any use. Owner acknowledges the Property shall also be subject to an Avigation Easement over the entire Property. Owner acknowledges and understands that the City Council determines what an appropriate zone is for the Property, and this recommendation does not bind the Planning Commission or City Council to adopt the recommended zone for the Property.

B. Change of Zoning. Any future change of zone request shall conform to the Concept Plan, as approved or as amended and approved by the City in the future. Rezoning in accord with the zones reflected on the Concept Plan will occur prior to actual development of the site.

V.
PUBLIC FACILITIES

A. General. As land is annexed into the City it is anticipated that land development will occur. In consideration of this land development, the City requires public facilities and improvements to be designed, extended, installed, constructed, dedicated and conveyed as part of the land development review and construction process. Public facilities and improvements are those improvements to property which, after being constructed by the Owner and accepted by the City, shall be maintained by the City or another public entity. Generally, the required public facilities and improvements and their plan and review process, design criteria, construction standards, dedication, conveyance, cost recovery and reimbursement, assurances and guaranties, and special and specific provisions are addressed in Chapter 7, Article 7 of the City Code (the "Subdivision Code"). Public facilities and improvements include but are not necessarily limited to: 1.) Utility facilities and extensions for water, wastewater, fire hydrants, electric, gas, streetlights, telephone and telecommunications (For water, wastewater, gas and electric utility service, refer to Chapter 12 of the City Code and Section VI. "Utilities Services" and Section VII. "Water Rights" of this Agreement.); 2.) Streets, alleys, traffic control, sidewalks, curbs and gutters, trails and bicycle paths; 3.) Drainage facilities for the best management practice to control, retain, detain and convey flood and surface waters; 4.) Arterial roadway bridges; 5.) Parks; 6.) Schools; and 7.) Other facilities and improvements warranted by a specific land development proposal.

It is understood that all public facilities and improvements shall be subject to the provisions of the Chapter 7, Article 7 of the City Subdivision Code, unless otherwise specifically provided for under the terms and provisions of this Agreement. Those specifically modified public facilities and improvements provisions are as follows:

B. Metropolitan Districts. Not Applicable

C. Streets, Bridges and Traffic Control. Unless agreed to elsewhere in this Agreement the Owner agrees to construct, at the Owner's expense, those street, bridge and/or traffic improvements adjacent to or within the Property. These improvements shall also include mutually acceptable dedications of right-of-way and easements, and extension of streets and right-of-way. The provisions of City Code §§ 7.7.706 (Reimbursements) and 7.7.1001-1006 (Arterial Roadway Bridges) are excluded. City participation or reimbursement for Arterial Streets and Arterial Bridges within the Property will not be allowed.

1. On-Site or Adjacent Streets: Owner agrees to comply with timing and phasing of construction responsibilities outlined specifically on the Concept Plan and any subsequent amendments.
    a. Vickie Lane: As a condition of this annexation, Owner agrees to construct Vickie Lane adjacent to the north property line of the Property from the west boundary of the Property to Wexford Drive to City standards for a local residential collector with full width 50 feet of right-

of-way. This improvement shall include the public storm sewer located in the right-of-way to the extent public storm sewers have not already been constructed in the right-of-way and shall be constructed the entire length of Vickie Lane adjacent to the Property. Vickie Lane will be constructed by Owner as designated on City-approved development plans and as approved by City Engineering, Traffic and Transportation. The Owner further agrees when the residential portion of the Property, as identified in the Concept Plan, is constructed the Owner shall construct the full extension of Vickie Lane at the time that the residential Property is platted. If the commercial portion of the Property, as identified in the Concept Plan, is developed first Owner is only required to extend Vickie Lane the length of the commercial portion of the Property at the time the commercial property is platted. Owner would then be required to construct the remaining portion of Vickie Lane at the time the residential portion of the Property is platted.

i. Owner may seek cost recovery for Vickie Lane in accordance with City Code, as amended from time-to-time.

ii. Notwithstanding Section V.C.1.a.i, the Owner shall make good-faith efforts to enter into an agreement with the owners of the proposed Martin-Pfost Addition, regarding which owner will construct Vickie Lane and how the costs of construction will be shared.

b. Dublin Boulevard: Dublin Boulevard already exists adjacent to the Property. Owner agrees to construct a sidewalk on all lots and or tracts of the Property that abut Dublin Boulevard. Construction of the sidewalk will occur with the platting of each commercial lot that abuts Dublin Boulevard and for the tract along the residential development. The Certificate of Occupancy for buildings on each lot that abuts Dublin Boulevard will be conditioned upon the completion of the sidewalk adjacent to that lot.

2. Off-Site Streets and Bridges: Not Applicable.

3. Traffic Control Devices. Owner shall pay for installation of traffic and street signs, striping, and traffic control devices, and permanent barriers, together with all associated conduit for all streets within or contiguous to the Property as determined necessary by the City and in accord with uniformly applied criteria set forth by the City; provided however that the City is not requiring any contribution for a signal with this annexation.

D. Drainage. A Master Development Drainage Plan shall be prepared and submitted by the Owner to the City and approved by the City Engineer. Final Drainage Reports and Plans shall be prepared and submitted by the Owner to the City and approved by the City Engineer, prior to recording subdivision plats. Owner shall comply with all drainage criteria, standards, policies and ordinances in effect at the time of development, including but not limited to the payment of any drainage, arterial bridge and detention pond fees and the reimbursement for drainage facilities constructed. All drainage facilities within the site shall be the responsibility of the owner.

E. Parks: Any residential uses are subject to park fees.

F. Schools: Any residential uses are subject to school fees.

G. Improvements Adjacent to Park and School Lands. Streets and other required public improvements adjacent to park and school lands dedicated within the Property will be built by the Owner without reimbursement by the City or the School District.

VI.
UTILITY SERVICES

A. Colorado Springs Utilities' (CSU) Services: CSU's water, non-potable water, wastewater, electric, streetlight, and gas services ("Utility Service" or together as "Utility Services") are available to eligible customers upon connection to CSU's facilities or utility systems on a "first-come, first-served" basis, provided

that (among other things) the City and CSU determine that the applicant meets all applicable City ordinances and regulations, and applicable CSU tariff requirements and regulations for each application for Utility Service. In addition, the availability of Utility Services is contingent upon the terms detailed herein and the dedication of public rights-of-way, private rights-of-way, or easements that CSU determines are required for the extension of any proposed Utility Service from CSU system facilities that currently exist or that may exist at the time of the proposed extension.

Owner shall ensure that the connection and/or extension of Utility Services to the Property are in accord with all codes and regulations in effect at the time of Utility Service connection and/or extension, including but not limited to CSU's tariffs, rules, and policies, City ordinances, resolutions, and policies, and Pikes Peak Regional Building Department codes. Further, as specified herein below, Owner acknowledges responsibility for the costs of any extensions or utility system improvements that are necessary to provide Utility Services to the Property or to ensure timely development of integrated utility systems serving the Property and areas outside the Property as determined by CSU.

CSU's connection requirements may require the Owner to provide a bond(s) or to execute a Revenue Guarantee Contract or other CSU-approved guarantee for the extension of any Utility Service before CSU authorizes the extension of Utility Services and/or other utility systems improvements, and/or any request for service connection to the Property by Owner. Owner acknowledges that such connection requirements shall include Owner's payment of all applicable development charges, recovery-agreement charges, advance recovery-agreement charges, aid-to-construction charges and other fees or charges applicable to the requested Utility Service, and any costs CSU incurs to acquire additional service territory for the Utility Service to be provided, including those costs specified in paragraph C below. Because recovery agreement charges, advance recovery-agreement charges, and aid-to-construction charges may vary over time and by location, Owner is responsible for contacting CSU's Customer Contract Administration at (719) 668-8111 to ascertain which fees or charges apply to the Property.

Owner acknowledges that annexation of the Property does not imply a guarantee of water supply, wastewater treatment system capacity, or any other Utility Service supply or capacity, and CSU does not guarantee Utility Service to the Property until such time as permanent service is initiated. Accordingly, no specific allocations or amounts of Utility Services, facilities, capacities or supplies are reserved for the Property or Owner upon annexation, and the City and CSU make no commitments as to the availability of any Utility Service at any time in the future.

B. Dedications and Easements: Notwithstanding anything contained in Section XI. of this Agreement to the contrary, Owner, at Owner's sole cost and expense, shall dedicate by plat and/or convey by recorded document, all property (real and personal) and easements that CSU, determines are required for all utility-system facilities necessary to serve the Property or to ensure development of an integrated utility system, including but not limited to, any access roads, gas regulation or electric substation sites, electric transmission and distribution facilities, water storage reservoir/facility sites, and wastewater or water pump station sites. CSU, shall determine the location and size of all property necessary to be dedicated or otherwise conveyed.

Owner shall provide CSU all written, executed conveyances prior to platting or prior to the development of the Property as determined by CSU. Owner shall pay all fees and costs applicable to and/or associated with the platting of the real property to be dedicated to the City, and all fees and costs associated with the conveyance of real property interests by plat or by separate instrument, including but not limited to, Phase 1 and Phase 2 environmental assessments, 'closing' costs, title policy fees, and recording fees for any deeds, permanent or temporary easement documents, or other required documents. Dedicated and/or deeded properties and easements are not, and shall not be, subject to refund or reimbursement and shall be deeded or dedicated to the City free and clear of any liens or encumbrances, with good and marketable title and otherwise in compliance with City Code § 7.7.1802.

Further, all dedications and conveyances of real property must comply with the City Code, the City Charter, and any applicable CSU policies and procedures, and shall be subject to CSU's environmental review. Neither the

City nor CSU has any obligation to accept any real property interests. All easements by separate instrument shall be conveyed using CSU's then-current Permanent Easement Agreement form without modification or as approved by CSU.

If Owner, with prior written approval by CSU, relocates, requires relocation, or alters any existing utility facilities within the Property, then the relocation or alteration of these facilities shall be at the Owner's sole cost and expense. If CSU, determines that Owner's relocation or alteration requires new or updated easements, Owner shall convey those easements prior to relocating or altering the existing utility facilities using CSU's then-current Permanent Easement Agreement form without modification or as approved by CSU. CSU will only relocate existing gas or electric facilities during time frames and in a manner that CSU determines will minimize outages and loss of service.

C. Extension of Utility Facilities by CSU: Subject to the provisions of this Article, including sections A and B above, and all applicable CSU tariffs, rules, regulations, and standards, CSU will extend electric and gas service to the Property if CSU, determines that there will be no adverse effect to any Utility Service or utility easement. Owner shall cooperate with CSU to ensure that any extension of gas or electric facilities to serve the Property will be in accord with CSU's Line Extension and Service Standards.

1. Natural Gas Facilities: If prior to annexation any portion of the Property is located outside CSU's gas service territory, then upon annexation, CSU will acquire the gas service territory within the Property from the then-current gas service provider. Accordingly, Owner shall be solely responsible for all costs and expenses, including but not limited to attorneys' fees, that CSU incurs due to any Colorado Public Utilities Commission ("CPUC") filings made or arising from annexation of the Property. Owner shall support and make any CPUC filings necessary to support CSU's filings to the CPUC.

2. Electric Facilities:
   A. If any portion of the Property is located outside CSU's electric service territory, then upon annexation:
      1. CSU will acquire the electric service territory within the Property that is not served by CSU from the then-current electric service provider in accordance with C.R.S. §§ 40-9.5-201 et seq., or 31-15-707;
      2. Owner shall be solely responsible for providing the just compensation for electric distribution facilities and service rights specified in C.R.S. §§ 40-9.5-204 plus all costs and fees, including but not limited to attorneys' fees, that CSU incurs as a result of or associated with the acquisition of such electric service territory; and
      3. Owner shall be solely responsible for all costs: (a) to remove any existing electric distribution facilities within the Property that were previously installed by the then-current electric service provider ("Existing Facilities"); and (b) to convert any overhead electric lines to underground service lines ("Conversion").
   B. Within 30 days of Owner's receipt of an invoice for the following:
      1. Owner shall pay the then-current electric service provider, directly, for the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (a) and 40-9.5-204 (1) (b); and
      2. If the then-current electric service provider removes the Existing Facilities, then Owner shall pay the then-current electric service provider directly for the removal of any Existing Facilities.
   C. Further, Owner shall pay CSU the just compensation specified in C.R.S. §§ 40-9.5-204 (1) (c) and 40-9.5-204 (1) (d) within 30 days of Owner's receipt of an invoice for such costs.
   D. Owner shall also pay for any Conversion required by CSU as a result of such annexation concurrent with the execution of a contract between the Owner and CSU that specifies the terms of Conversion.
   E. CSU, in its sole discretion, may require Owner to enter into a Revenue Guarantee Contract for the extension of any electric service or facilities, including any necessary electric transmission or substation facilities.

3. Water and Wastewater Facilities by CSU: The Owner shall pay any recovery-agreement charges or other fees or charges that are not currently approved by CSU for the Property, but which may become applicable as a result of any on-site or off-site water or wastewater system facilities that CSU or other developers may design and construct in order to ensure an integrated water or wastewater system supplying the Property.

Additionally, the Owner shall be subject to cost recovery for the engineering, materials and installation costs incurred by CSU in its design, construction, upgrade or improvement of any water pump stations, water suction storage facilities, water transmission and distribution pipelines, or other water system facilities and appurtenances and any wastewater pump stations or treatment facilities, wastewater pipeline facilities, or other wastewater collection facilities and appurtenances that CSU, in its sole discretion, determines are necessary to serve the Property.

D. Water and Wastewater System Extensions by Owner: Owner must extend, design, and construct all potable and non-potable water system facilities and appurtenances, and all wastewater collection system facilities, wastewater pump stations, and any water or wastewater service lines to and within the Property at Owner's sole cost and expense in accord with all applicable CSU tariffs, rules, regulations, including CSU's Line Extension and Service Standards, and all City ordinances and regulations in effect at the time of each specific request for water or wastewater service. Consistent with City Code 7.7.1102 (B), Owner shall complete the design, installation and obtain preliminary acceptance of such utility facilities prior to CSU's approval of Owner's water and wastewater service requests.

Owner shall be solely responsible for all costs and fees associated with engineering, materials, and installation of all water system facilities and appurtenances, and all wastewater collection facilities and appurtenances, whether on-site or off-site, that are necessary to serve the Property or to ensure development of an integrated water or wastewater system serving the Property and areas outside the Property as determined by CSU. Further, Owner acknowledges that CSU may require that such water or wastewater system facilities be larger than necessary to serve the Property itself, and may require the Owner to participate with other development projects on a fair-share, pro rata basis in any necessary off-site system facilities improvements. In the event CSU requires such water and wastewater systems to be larger than necessary to serve the Property itself, then Owner may seek reimbursement as provided in CSU's Utilities Rules and Regulations.

The plans, specifications and construction of the water facilities and appurtenances, and the wastewater facilities and appurtenances are each subject to CSU's inspection and written acceptance, and CSU shall make the final determination as to the size, location, point(s) of connection and the required appurtenances of the system facilities to be constructed. No work shall commence on any proposed water or wastewater extension facilities until CSU provides written approval of Owner's water or wastewater construction plans and copies of such approved plans are received by CSU. Owner may only connect newly-constructed facilities to CSU's existing water or wastewater system upon CSU's inspection and written acceptance of such facilities.
As part of any development plan submittal for the Property, Owner acknowledges that a Preliminary Utility Plan, Wastewater Master Facility Form, Hydraulic Grade Line Request Form, and Hydraulic Analysis Report (as determined by CSU) are required and must be completed and approved by CSU.

The water distribution system facilities must meet CSU's criteria for quality, reliability and pressure. The water distribution system shall ensure capacity, pressure and system reliability for both partially completed and fully completed conditions and the static pressure of the water distribution system shall be a minimum of 60 psi. Also, to ensure the protection of public health and to maintain compliance with state regulatory requirements, the detailed plans for all customer-owned, non-potable water distribution systems, including irrigation systems, must be approved by CSU.

Further, Owner recognizes that the extension of water system facilities may affect the quality of water in CSU's water system. Consequently, Owner acknowledges responsibility for any costs that CSU, determines necessary to incur in order to maintain water quality in its system as a result of Owner's water system extensions, including but not limited to, the cost of any lost water, materials and labor from pipeline-flushing maintenance activities, temporary pipeline loop extensions, or other appurtenances and measures that CSU determines are necessary to minimize pipeline flushing and to maintain water quality (Water-quality Maintenance Costs). Owner shall reimburse CSU for such Water-quality Maintenance Costs within thirty (30) days of receipt of an invoice for such costs.

E. Limitation of Applicability: The provisions of this Agreement set forth the requirements of the City and CSU in effect at the time of the annexation of the Property. These provisions shall not be construed as a limitation upon the authority of the City or CSU to adopt different ordinances, rules, regulations, resolutions, policies or codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally and are in accord with the then-current tariffs, rates, regulations and policies of CSU. Subject to the provisions of the Article of this Agreement that is labeled "WATER RIGHTS", CSU's tariffs, policies, and/or contract agreements, as may be modified from time to time, shall govern the use of all Utilities Services, including but not limited to, groundwater and non-potable water for irrigation use by the Owner for the Owner's exclusive use.

F. Southeastern Colorado Water Conservancy District: Notice is hereby provided that upon annexation the Property is subject to subsequent inclusion into the boundaries of the Southeastern Colorado Water Conservancy District ("District") pursuant to C.R.S. § 37-45-136 (3.6) as may be amended, and the rules and procedures of the District. Further, notice is hereby provided that, after inclusion of the Property into the boundaries of the District, the Property shall be subject to a property tax mill levy for the purposes of meeting the financial obligations of the District. The Owner acknowledges that water service for the Property will not be made available by CSU until such time as the Property is formally included within the boundaries of the District. District inclusion requires consent by the Bureau of Reclamation ("Reclamation"). The Owner shall be responsible for taking all actions necessary for inclusion of the Property into the boundaries of the District, including but not limited to, any action required to obtain Reclamation's consent to include the Property into the District.

VII.
WATER RIGHTS

As provided in the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater ("Deed"), which is attached to this Agreement and hereby incorporated by reference, Owner grants to the City, all right, title and interest to any and all groundwater underlying or appurtenant to and used upon the Property, and any and all other water rights appurtenant to the Property (collectively referred to as the "Water Rights"), together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the City to appropriate, withdraw and use the Water Rights. The Deed conveying the Water Rights shall be executed by the Owner concurrently with this Agreement and shall be made effective upon the date of the City Council's final approval of the annexation of the Property. The Deed shall be recorded concurrent with the recording of the annexation agreement, annexation plat, and annexation ordinance at the El Paso County Clerk and Recorder's office.

Furthermore, pursuant to C.R.S. § 37-90-137(4), as now in effect or hereafter amended, on behalf of Owner and all successors in title, Owner irrevocably consents to the appropriation, withdrawal and use by the City of all groundwater underlying or appurtenant to and used upon the Property.

In the event the City chooses to use or further develop the Water Rights that have been conveyed, Owner agrees to provide any and all easements required by the City prior to the construction and operation of any City well or water rights related infrastructure on the Property. Wells constructed by the City outside the Property may withdraw groundwater under Owner's Property without additional consent from Owner.

Upon annexation of the Property, any wells or groundwater developed by Owner prior to annexation will become subject to CSU's applicable tariffs, Rules and Regulations, and rates as amended in the future. Owner's uses of groundwater shall be subject to approval by the City and CSU, and shall be consistent with CSU's standards, tariffs, policies, and the City's ordinances, resolutions and policies for the use of groundwater now in effect or as amended in the future. No commingling of well and City water supply will be permitted.

VIII.
FIRE PROTECTION

Not applicable.

IX.
FIRE PROTECTION FEE

The Owner agrees to pay a fee of $1631.00 per gross acre of the entire annexed area ("Fire Protection Fee") as Owner's share of the capital cost of a new fire station and the initial apparatus purchase required to service the Property as well as adjacent areas of future annexation. The Fire Protection Fee will be due prior to recordation of the annexation plat and this Agreement. The City agrees as future annexations occur within the service area of the proposed fire station the owners of future annexations will be required to pay a per-acre Fire Protection Fee to the City for the capital improvements to the fire station.

X.
POLICE SERVICE FEE

The Owner agrees to pay a fee of $600.00 per gross acre of the entire annexed area ("Police Service Fee") as Owner's share of the capital cost of a new police station and the initial equipment purchase required to service the Property as well as adjacent areas of future annexation. The Police Service Fee will be due prior to recordation of the annexation plat and this Agreement. The City agrees as future annexations occur within the service area of the proposed police station the owners of future annexations will be required to pay a per-acre Police Service Fee to the City for the capital improvements to the police station.

XI.
PUBLIC LAND DEDICATION

Owner agrees that all land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be platted and all applicable development fee obligations paid.

Owner agrees that any land dedicated or deeded to the City for municipal or utility purposes, including park and school sites, shall be free and clear of liens and encumbrances. All fees that would be applicable to the platting of land that is to be dedicated to the City (including park and school land) shall be paid by Owner. Fees will be required on the gross acreage of land dedicated as of the date of the dedication in accord with the fee requirements in effect as of the date of the dedication. All dedications shall be platted by the Owner prior to conveyance, unless otherwise waived by the City.

In addition, any property dedicated by deed shall be subject to the following:

A. All property deeded to the City shall be conveyed by General Warranty Deed.

B. Owner shall convey the property to the City within 30 days of the City's written request.

C. Any property conveyed to the City shall be free and clear of any liens and/or encumbrances.

D. All property taxes levied against the property shall be paid by the Owner through the date of conveyance to the City.

E. An environmental assessment of the property must be provided to the City for review and approval, unless the City waives the requirement of an assessment. Approval or waiver of the assessment must be in writing and signed by an authorized representative or official of the City.

XII.
SPECIAL PROVISIONS

Not applicable.

XIII.
ORDINANCE COMPLIANCE

Owner will comply with all tariffs, policies, rules, regulations, ordinances, resolutions and codes of the City which now exist or are amended or adopted in the future, including those related to the subdivision and zoning of land, except as expressly modified by this Agreement. This Agreement shall not be construed as a limitation upon the authority of the City to adopt different tariffs, policies, rules, regulations, ordinances, resolutions and codes which change any of the provisions set forth in this Agreement so long as these apply to the City generally.

XIV.
ASSIGNS AND DEED OF TRUST HOLDERS

Where as used in this Agreement, the term the "Owner" or "Property Owner," shall also mean any of the heirs, executors, personal representatives, transferees, or assigns of the Owner and all these parties shall have the right to enforce and be enforced under the terms of this Agreement as if they were the original parties hereto. Rights to specific refunds or payments contained in this Agreement shall always be to the Owner unless specifically assigned to another person.

Owner affirmatively states that there exist no outstanding deeds of trust or other similar liens or encumbrances against the Property

XV.
RECORDING

This Agreement shall be recorded with the Clerk and Recorder of El Paso County, Colorado, and constitute a covenant running with the land. This Agreement shall be binding on future assigns of the Owner and all other persons who may purchase land within the Property from the Owner or any persons later acquiring an interest in the Property. Any refunds made under the terms of this Agreement shall be made to the Owner and not subsequent purchasers or assigns of the Property unless the purchase or assignment specifically provides for payment to the purchaser or assignee and a copy of that document is filed with the City.

XVI.
AMENDMENTS

This Agreement may be amended by any party, including their respective successors, transferees, or assigns, and the City without the consent of any other party or its successors, transferees, or assigns so long as the amendment applies only to the property owned by the amending party. For the purposes of this article, an amendment shall be deemed to apply only to property owned by the amending party if this Agreement remains in full force and effect as to property owned by any non-amending party.

Any amendment shall be recorded in the records of El Paso County, shall be a covenant running with the land, and shall be binding on all persons or entities presently possessing or later acquiring an interest in the property subject to the amendment unless otherwise specified in the amendment.

XVII.
HEADINGS

The headings set forth in the Agreement for the different sections of the Agreement are for reference only and shall not be construed as an enlargement or abridgement of the language of the Agreement.

XVIII.
DEFAULT AND REMEDIES

If either the Owner or the City fails to perform any material obligation under this Agreement, and fails to cure the default within thirty (30) days following notice from the non-defaulting party of that breach, then a breach of this Agreement will be deemed to have occurred and the non-defaulting party will be entitled, at its election, to either cure the default and recover the cost thereof from the defaulting party, or pursue and obtain against the defaulting party an order for specific performance of the obligations under this Agreement and, in either instance, recover any actual damages incurred by the non-defaulting party as a result of that breach, including recovery of its costs and reasonable attorneys' fees incurred in the enforcement of this Agreement, as well as any other remedies provided by law.

XIX.
GENERAL

Except as specifically provided in this Agreement, City agrees to treat Owner and the Property in a non-discriminatory manner relative to the rest of the City. In addition, any consent or approval required in accord with this Agreement from the City shall not be unreasonably withheld, conditioned or delayed. City agrees not to impose any fee, levy or tax or impose any conditions upon the approval of development requests, platting, zoning or issuance of any building permits for the Property, or make any assessment on the Property that is not uniformly applied throughout the City, except as specifically provided in this Agreement or the City Code. If the annexation of the Property or any portion of the Property is challenged by a referendum, all provisions of this Agreement, together with the duties and obligations of each party, shall be suspended, pending the outcome of the referendum election. If the referendum challenge to the annexation results in the disconnection of the Property from the City, then this Agreement and all its provisions shall be null and void and of no further effect. If the referendum challenge fails, then Owner and City shall continue to be bound by all terms and provisions of this Agreement.

XX.
SEVERABILITY

If any provision of this Agreement is for any reason and to any extent held to be invalid or unenforceable, then neither the remainder of the document nor the application of the provisions to other entities, persons or circumstances shall be affected.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ____ day and _____ year first written above.

CITY OF COLORADO SPRINGS

BY:_____
John W. Suthers, Mayor

ATTEST:

BY:_____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

BY:_____
Attorney
Office of the City Attorney

OWNER:

Vickie Lane, LLC

By:_____

Name: _____

Title: _____
(Owner)

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of_____, 20__ , by _____, as _____ for and on behalf of Vickie Lane, LLC as Owner.

Witness my hand and notarial seal.

My commission expires: _____

_____
Notary Public
Address:_____
_____

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION: DUBLIN NORTH ADDITION NO. 4 ANNEXATION

A tract of land being a portion of the Southwest Quarter of Section 7, Township 13 South, Range 65 West of the 6th P.M., also being Lots 3 and 4, A A SUBDIVISION (Plat Book W-2, Page 94, El Paso County, Colorado records), and adjacent Vickie Lane (50' r.o.w.), in El Paso County, Colorado, described as follows:

BEGINNING at the Southwest corner of said Lot 3;
thence N 21°21'30" W along the Westerly line of said Lot 3 and its Northerly extension, 372.80 feet to a point on the Northerly right-of-way line of said Vickie Lane;

The following 3 courses are along said Northerly right-of-way line:
1) N 68°38'30" E, 509.00 feet;
2) along the arc of a curve to the left, said curve having a central angle of 18°40'51", a radius of 96.59 feet for an arc distance of 31.49 feet;
3) N 49°57'39" E, 189.15 feet to an angle point on the Westerly boundary of DUBLIN NORTH FILING NO. 5, Reception No. 214713496 said records;
thence S 40°02'21" E, 50.00 feet to a point on the Southerly right-of-way line of said Vickie Lane and the North line of said Lot 4;

The following 4 courses are along the lines of said Lots 3 and 4:
1) along the arc of a curve to the right, said curve having a central angle of 38°02'41", a radius of 120.03 feet for an arc distance of 79.70 feet;
2) N 88°00'20" E tangent to aforesaid curve, 185.50 feet;
3) S 01°59'40" E, 639.13 feet;
4) S 88°04'07" W, 823.35 feet to the POINT OF BEGINNING.

Contains 10.916 acres, more or less.

SURVEYOR'S STATEMENT:

I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION was prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, is correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: Dublin North Addition No. 4 legal.doc
DLK/dh

EXHIBIT B

SPECIAL WARRANTY DEED AND IRREVOCABLE CONSENT
TO THE APPROPRIATION, WITHDRAWAL AND USE OF GROUNDWATER
Dublin North Addition No. 4 Annexation

Vickie Lane, LLC ("Grantor"), whose address is PO Box 1204, Monument, Colorado, in consideration of the benefits received pursuant to the Dublin North Addition No. 4 Annexation Agreement dated _____ ("Annexation Agreement"), which is executed by Grantor(s) concurrently with this Special Warranty Deed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, sell and convey to the City of Colorado Springs, Colorado ("Grantee"), whose address is 30 S. Nevada Avenue, Colorado Springs, CO 80903, all right, title, and interest in any and all groundwater underlying or appurtenant to and used upon the property described in Exhibit A ("Property") and any and all other water rights appurtenant to the Property collectively referred to as the "Water Rights", together with the sole and exclusive right to use the Water Rights and all rights of ingress and egress required by the Grantee to appropriate, withdraw and use the Water Rights; and Grantor(s) warrants title to the same against all claims arising by, through, or under said Grantor(s). The Water Rights include but are not limited to those described in Exhibit B.

Furthermore, pursuant to C.R.S. § 37-90-137(4) as now exists or may later be amended, Grantor(s), on behalf of Grantor(s) and any and all successors in title, hereby irrevocably consent in perpetuity to the appropriation, withdrawal and use by Grantee of all groundwater underlying or appurtenant to and used upon the Property.

This Special Warranty Deed and the consent granted herein shall be effective upon the date of the City of Colorado Springs-City Council's final approval of the Annexation Agreement.

Executed this _____ day of _____, 20___.

GRANTOR(s):

Vickie Lane, LLC

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____, as _____, for and on behalf of Vickie Lane, LLC, Grantor.

Witness my hand and official seal.

My Commission Expires:

_____
(SEAL) Notary Public

Accepted by the City of Colorado Springs

By: _____ this _____ day of _____, 20___.
Real Estate Services Manager

By:_____ this _____ day of _____, 20___.
Colorado Springs Utilities Systems Extension Manager

Approved as to Form:

By: _____ Date: _____
City Attorney's Office

Exhibit A

LEGAL DESCRIPTION

To the Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed by Vickie Lane, LLC, Grantor on _____.

LEGAL DESCRIPTION: DUBLIN NORTH ADDITION NO. 4 ANNEXATION

A tract of land being a portion of the Southwest Quarter of Section 7, Township 13 South, Range 65 West of the 6th P.M., also being Lots 3 and 4, A A SUBDIVISION (Plat Book W-2, Page 94, El Paso County, Colorado records), and adjacent Vickie Lane (50' r.o.w.), in El Paso County, Colorado, described as follows:

BEGINNING at the Southwest corner of said Lot 3;
thence N 21°21'30" W along the Westerly line of said Lot 3 and its Northerly extension, 372.80 feet to a point on the Northerly right-of-way line of said Vickie Lane;

The following 3 courses are along said Northerly right-of-way line:
1) N 68°38'30" E, 509.00 feet;
2) along the arc of a curve to the left, said curve having a central angle of 18°40'51", a radius of 96.59 feet for an arc distance of 31.49 feet;
3) N 49°57'39" E, 189.15 feet to an angle point on the Westerly boundary of DUBLIN NORTH FILING NO. 5, Reception No. 214713496 said records;
thence S 40°02'21" E, 50.00 feet to a point on the Southerly right-of-way line of said Vickie Lane and the North line of said Lot 4;

The following 4 courses are along the lines of said Lots 3 and 4:
1) along the arc of a curve to the right, said curve having a central angle of 38°02'41", a radius of 120.03 feet for an arc distance of 79.70 feet;
2) N 88°00'20" E tangent to aforesaid curve, 185.50 feet;
3) S 01°59'40" E, 639.13 feet;
4) S 88°04'07" W, 823.35 feet to the POINT OF BEGINNING.

Contains 10.916 acres, more or less.

SURVEYOR'S STATEMENT:

I, David V. Hostetler, a registered Professional Land Surveyor in the State of Colorado, do hereby state that the attached LEGAL DESCRIPTION was prepared under my direct responsibility, supervision, and checking, and on the basis of my knowledge, information and belief, is correct.

David V. Hostetler, Professional Land Surveyor
Colorado P.L.S. No. 20681
For and on behalf of LDC, Inc.

File: Dublin North Addition No. 4 legal.doc
DLK/dh

Exhibit B

To the
Special Warranty Deed and Irrevocable Consent to the Appropriation, Withdrawal and Use of Groundwater executed Vickie Lane, LLC, Grantor on _____.

Decreed Groundwater Rights
Case No.
Court:
Source:
Amount:
Date of Decree:
Name of Owner:

Permitted Groundwater
Permit No.
Date of Permit:
Source:
Amount:
Name of Owner:
Legal Description of Well or other structure:

Surface Water Rights
Name of Water Right:
Case No.
Court:
Source:
Amount:
Date of Decree:
Name of Owner:

RESOLUTION NO. 18- .

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION TO APPROVE ACCEPTANCE OF AN ANNEXATION IMPACT REPORT FROM THE CITY OF COLORADO SPRINGS ON BEHALF OF VICKIE LANE LLC.

WHEREAS, Vickie Lane LLC, hereinafter referred to as the "Property Owner", are the current property owners of property located within unincorporated El Paso County at parcel numbers 53070-02-003 and 53070-02-004 of El Paso County, Colorado, upon which property they are proposed a development known as Dublin North Addition No. 4; and

WHEREAS, the legal description of the subject property is "Lot 3 A A Subdivision, and Lot 4 of A A Subdivision"; and

WHEREAS, because the Property Owners have requested to be annexed into the City of Colorado Springs, the City has requested acceptance of an annexation report prepared pursuant to C.R.S. 31-12-108.5; and

WHEREAS, the Annexation Impact report includes annexation of a portion of Vickie Lane along a length of the Property Owner's northern boundary line; and

WHEREAS, the Annexation Impact report states that utilities will be provided by Colorado Springs Utilities to the subject parcels upon completion of the annexation; and

WHEREAS, the El Paso County Planning and Community Development Department expressed no concern with the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, Colorado ("Board') hereby approve acceptance of the Annexation Impact Report

APPROVED this 14th day of August 2018.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____
Darryl Glenn, President

ATTEST:

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 9.

To: Board of County Commissioners

From: Longinos Gonzalez - Commissioner, Board of County Commissioners

Subject: Proclamation recognizing the retirement of Dan Martindale.

SUMMARY (including information on budgeted matters):

n/a

BACKGROUND (including information on budgeted matters):

n/a

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

Proclamation Recognizing the Retirement of Dan Martindale

WHEREAS, The Board of County Commissioners of El Paso County, Colorado, regretfully acknowledges the retirement of Dan Martindale after 23 years serving with El Paso County Public Health (EPCPH); and

WHEREAS, Mr. Martindale has served in many roles since being hired in June of 1995, including field coordinator, health educator, injury prevention specialist, program manager of the Tobacco Education and Prevention Partnership, Emergency Preparedness and Response, Maternal and Child Health, the Nurse-Family Partnership, Health Promotion and the Suicide Prevention Program; and

WHEREAS, In 2011, he was appointed Deputy Director and was instrumental in EPCPH becoming the first accredited public health agency in Colorado and in attaining the Project Public Health Ready certification for emergency preparedness; and

WHEREAS, Mr. Martindale became director of EPCPH in 2014 and under his leadership the Strategic Development and Initiatives Office was created and has been instrumental in securing additional funding to expand public health programs and services, and improve access and services for vulnerable populations; and

WHEREAS, Mr. Martindale assisted and guided the El Paso County Board of Health in developing data driven policies, programs and services to create positive public health outcomes for all citizens of El Paso County; and

WHEREAS, Mr. Martindale has worked tirelessly through to decades of service to enhance the capacity of EPCPH to better serve its clients and the public. He has made the development of highly qualified public health staff a priority, expanded key community partnerships, and invested tirelessly in community collaboration; and

WHEREAS, Mr. Martindale's wit and humor throughout the years has brought laughter to employees, improved morale, and put staff at ease during tense and difficult situations; and

WHEREAS, Mr. Martindale's leadership, knowledge, commitment and service have created a strong foundation for the ongoing success of El Paso County Public Health, and he will be greatly missed by the community, staff and colleagues.

NOW, THEREFORE, the Board of El Paso County Commissioners, hereby proclaims its gratitude to Dan Martindale for 23 years of dedicated service.

DONE THIS 14th day of August 2018 at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

_____
Darryl Glenn, President

_____
Mark Waller, President Pro Tem

_____
Stan VanderWerf, Member

_____
Longinos Gonzalez, Jr., Member

_____
Peggy Littleton, Member

ATTEST:

_____
Chuck Broerman
County Clerk and Recorder

EL PASO COUNTY
COLORADO

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)
STAN VANDERWERF
LONGINOS GONZALEZ JR.
PEGGY LITTLETON

EL PASO BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Date: August 14, 2018 Agenda Item No: 11.

To: Board of County Commissioners

From: Mindy Madden - Code Enforcement Supervisor, Planning and Community Development Department/Nina Ruiz - Project Manager/Planner II, Planning and Community Development

Subject: EL PASO COUNTY LAND DEVELOPMENT CODE AMENDMENT - ELIMINATION OF THE ALLOWANCE TO USE TIRES AS FENCES AND WALLS AND REVISIONS TO THE RVP ZONING DISTRICT - (a legislative matter before the Board of County Commissioners) - A request by El Paso County Planning and Community Development to amend the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable material for the construction of a fence or wall with the granting of a beneficial use agreement. The proposed amendments include removing the definition of beneficial use agreement from Chapter 1 and the use of tires for fencing material from Chapter 6. The request also includes an unrelated amendment to allow Caretaker's Quarters within the RVP (Recreational Vehicle Park) zoning district.

SUMMARY (including information on budgeted matters):

EL PASO COUNTY LAND DEVELOPMENT CODE AMENDMENT - ELIMINATION OF THE ALLOWANCE TO USE TIRES AS FENCES AND WALLS AND REVISIONS TO THE RVP ZONING DISTRICT - (a legislative matter before the Board of County Commissioners) - A request by El Paso County Planning and Community Development to amend the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable material for the construction of a fence or wall with the granting of a beneficial use agreement. The proposed amendments include removing the definition of beneficial use agreement from Chapter 1 and the use of tires for fencing material from Chapter 6. The request also includes an unrelated amendment to allow Caretaker's Quarters within the RVP (Recreational Vehicle Park) zoning district.

BACKGROUND (including information on budgeted matters):

EXECUTIVE SUMMARY - A request by El Paso County Planning and Community Development to amend the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable material to construct a fence or wall upon the granting of a beneficial use agreement. The proposed amendments include removing the definition for beneficial use agreement from Chapter 1 and eliminating the use of tires as an acceptable fencing material from Chapter 6. The request to amend

the Land Development Code also includes an unrelated proposed amendment to the allow caretaker's quarters within the RVP (Recreational Vehicle Park) zoning district.

FINANCIAL IMPLICATIONS (completed only if not currently budgeted, and is an emergency, mandated or grant/unanticipated revenue funding request before the Board for consideration):

Not Applicable

Revenue/Funding Sources:	NA
Revenue/Funding Amount:	NA
Future Revenue/Funding Amount:	NA
Subject to TABOR?	NA
Increase to Original Adopted Budget:	NA
Increase to Future Budget:	NA
Net Cost to El Paso County:	NA
Future Net Cost to El Paso County:	NA
Total Project Cost:	NA
Future Total Project Cost:	NA

EL PASO COUNTY

COMMISSIONERS:
DARRYL GLENN (PRESIDENT)
MARK WALLER (PRESIDENT PRO TEMPORE)

STAN VANDERWERF
LONGINOS GONZALEZ
PEGGY LITTLETON

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
CRAIG DOSSEY, EXECUTIVE DIRECTOR

TO: **El Paso County Board of County Commissioners**
Darryl Glenn, President

FROM: **Mindy Madden, Code Enforcement Supervisor**
Nina Ruiz, Planner II
Craig Dossey, Executive Director

RE: **LDC-18-001 Land Development Code Amendment**
Amendments to Chapter 1 and Chapter 6 of the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable fencing material and an unrelated amendment to Table 5-2, Accessory Uses, and to Section 5.2.14 to allow for caretaker's quarters within the Recreational Vehicle Park zoning district.

Commissioner District: All

Planning Commission Hearing Date	7/17/2018
Board of County Commissioners Hearing Date	8/14/2018

EXECUTIVE SUMMARY

A request by El Paso County Planning and Community Development to amend the El Paso County Land Development Code (2017) to remove the use of tires as an acceptable material to construct a fence or wall upon the granting of a beneficial use agreement. The proposed amendments include removing the definition for beneficial use agreement from Chapter 1 and eliminating the use of tires as an acceptable fencing material from Chapter 6. The request to amend the Land Development Code also includes an unrelated proposed amendment to the allow caretaker's quarters within the RVP (Recreational Vehicle Park) zoning district.

In April 2016, an article in the Denver Post stated that Colorado had the largest stockpiles of waste tires that accounted for more than half of the stockpiles of waste tires in the country. The article raises the question, has Colorado become the nation's leading dumping ground for stockpiling waste tires? Information received from the Colorado Department of Public Health and Environment suggests that approximately 70 million tires are currently stored in Colorado.

Certain health hazards are associated with the stockpiling of tires. The most common health hazards include harboring pests such as mosquitos, wasps, snakes, and rodents. Tires create ideal breeding environments for mosquitos which can carry diseases such as dengue fever, encephalitis, and the West Nile Virus. Stockpiling of tires also poses a fire hazard. Once ignited, tire fires are very hard to extinguish due to the 75 percent void space in a typical tire that makes it difficult to eliminate oxygen supply. Tire fires produce dense black smoke and release toxic chemicals into the air that pose health risks. Depending on the length of exposure, health effects may include irritation of the skin, eyes, and mucous membranes as well as respiratory effects.

In March 2018, a fire caused by a training exercise on Fort Carson traveled into the Midway Ranch area and ignited a 300-yard long, 6-foot wide and 6-foot tall fence constructed out of baled tires. The Carson Midway fire was reported to be 100 percent contained on March 18, 2018, with the exception of the tire fire which was not fully extinguished until March 22, 2018. Local authorities were unable to extinguish the tire fire using water and/or cold-fire foam which led to the involvement of the Environmental Protection Agency to assist in putting out the tire fire. The tire fire produced hazardous smoke that caused a number of residents to remain evacuated after all other evacuees were allowed to return to their homes and three firefighters were sent to Memorial Hospital for smoke inhalation.

In addition to the health hazards, tire fires also have a negative impact on the environment. When burned, tires break down into compounds such as gases, heavy metals, and oil. During combustion, these compounds and chemicals contaminate and pollute the air, soil, and ground water.

The tire fire in Midway earlier this year created increased awareness of the health and environmental hazards associated with stockpiling of tires. As a result, staff received direction from the Board of County Commissioners during a work session on April, 10, 2018, to remove tires as an acceptable material for the construction of a wall or fence with the granting of a beneficial use agreement from the Land Development Code (2017).

The need for an unrelated proposed amendment to the El Paso County Land Development Code (2018) was recently uncovered when reviewing an application for a new recreational vehicle park. The RVP (Recreational Vehicle Park) zoning district does not allow for caretaker's quarters as an accessory use. Many recreational vehicle parks have caretakers who reside onsite 24 hours a day, 7 days a week, to check people in, attend to emergencies, and ensure the park is running properly at all times. Staff is proposing an amendment to Table 5-2, Accessory Uses, of the Code to allow for a caretaker's quarters in the RVP (Recreational Vehicle Park) zoning district.

A. PLANNING COMMISSION SUMMARY

Request Heard: As a Regular Item on July 17, 2018
Recommendation: Approval
Waiver Recommendation: N/A
Vote: 5 to 0
Vote Rationale: N/A
Summary of Hearing: N/A
Legal Notice: Advertised in Shopper's Press on July 18, 2018

B. APPLICABLE RESOLUTIONS:

See Attached Resolution

C. REQUEST

A request by the El Paso County Planning and Community Development Department to amend the El Paso County Land Development Code (2017) to:

- Remove the definition of beneficial use agreement from Chapter 1; and
- Remove the use of tires as an acceptable fencing material for the construction of a fence or wall from Chapter 6
- Amend Table 5-2, Accessory Uses to allow for a caretaker's quarters in the RVP zoning district.
- Amendment to Chapter 5, Use Specific Standards, specifically Section 5.2.14.B. Caretaker's Quarters, Type of Structure, to allow for a tiny house to be used as a caretaker's quarters.

D. BACKGROUND

Waste Tires

The use of tires, whether whole or baled, for the construction of a fence or wall with the granting of a beneficial use agreement was added into the El Paso County Land Development Code on April 2, 2007. A beneficial use agreement is an agreement between a property owner and the County that establishes limitations and conditions for the utilization of tires to be used for the construction of a fence or wall. The beneficial use agreement was developed to encourage the recycling and reuse of tires in an effort to address the illegal disposal and stockpiles of tires within the County.

Since 2007, only five (5) applications for a beneficial use agreement have been received. Of the five, only three (3) were successfully completed in accordance with the beneficial use agreement and one (1) application was denied.

In May 2018, Code Enforcement executed an Entry and Seizure Warrant for a property located in Calhan, Colorado that was known to have a substantial amount of waste tires accumulating on the property. This property owner applied for a beneficial use agreement which was subsequently denied because the use of the tires was determined to be not beneficial. During the execution of the warrant, approximately 1,000 waste tires were removed from the property. In August 2017, Code Enforcement staff assisted new owners of a property located in the Midway

Ranch area to obtain a grant with the Colorado Hazardous Materials and Waste Management Division for the removal of nearly 2,500 waste tires from the property. The previous property owner did not apply for a beneficial use agreement for the accumulation of tires on the property and sold the property placing the responsibility of removing the tires on the new owners.

The cost to recycle waste tires can vary between $1.75- $4.00 per tire. In some cases, property owners have illegally allowed waste tires to be disposed of on their properties for a lower cost than what the licensed tire recyclers charge. This results in large accumulations of tires that were not intended to be used in a beneficial manner. However, once notified by Code Enforcement, property owners will typically state that they intend to use the tires to construct a fence or wall in an attempt to avoid the costs of properly disposing of the tires. Midway Tire Disposal is the only legal tire monofill and recycling facility in the area; however, there are landfills and processing centers that also accept waste tires. Historically, PCD coordinated with the El Paso County Environmental Services Department to coordinate cleanup of all known illegal waste tire sites, utilizing County funds and assistance from the Colorado Waste Tire Fund and the Colorado Department of Health. The Carson Midway tire fire alone costs El Paso County approximately $25,000 prior to the involvement by the EPA.

Caretaker's Quarters in the RVP Zoning District

The need for an unrelated proposed amendment to the El Paso County Land Development Code (2018) was recently uncovered when reviewing an application for a new recreational vehicle park. The RVP (Recreational Vehicle Park) zoning district does not allow for caretaker's quarters as an accessory use. Many recreational vehicle parks have caretakers who reside onsite 24/7 to check people in, attend to emergencies, and ensure the park is running properly at all times. Examples of other uses that may include a caretaker's quarters would be a mini-storage facility, kennel, or assisted living facility.

Staff is proposing an amendment to Table 5-2, Accessory Uses, to allow for a caretaker's quarters in the RVP (Recreational Vehicle Park) zoning district. Staff is also recommending that Section 5.2.14.B. be amended to allow caretakers quarters to be a tiny house meeting the previously adopted tiny home standards for single family lots.

E. RECOMMENDED AMENDMENTS

Waste Tires

1. Amendment to Chapter 1, Definitions of Specific Terms and Phrases, to remove the definition "beneficial use agreement".

2. Remove Section 6.2.1.C.3 Fencing Materials from Chapter 6.

Caretaker's Quarters in the RVP Zoning District

3. Amendment to Chapter 5, Table 5-2, Accessory Uses, to allow for Caretaker's Quarters in the RVP (Recreational Vehicle Park) zoning district.

4. Amendment to Chapter 5, Use Specific Standards, to allow for a tiny house to be used as a caretaker's quarters. The proposed amendment would read as follows:

"Caretaker's quarters may be a detached single-family dwelling, manufactured home, apartment-type unit within the principal structure, or where a post-1976 mobile home is allowed as a principal use in the zoning district, a post-1976 mobile home, or as a tiny house meeting the use specific standards found in Chapter 5 may be used as a caretaker's quarters."

F. APPROVAL CRITERIA

The statutory role of the Planning Commission and Board of County Commissioners is identified below:

30-28-116. Regulations may be amended.

From time to time the board of county commissioners may amend the number, shape, boundaries, or area of any district, or any regulation of or within such district, or any other provisions of the zoning resolution. Any such amendment shall not be made or become effective unless the same has been proposed by or is first submitted for the approval, disapproval, or suggestions of the county planning commission. If disapproved by such commission within thirty days after such submission, such amendment to become effective, shall receive the favorable vote of not less than a majority of the entire membership of the board of county commissioners. Before finally adopting any such amendment, the board of county commissioners shall hold a public hearing thereon, and at least fourteen days' notice of the time and place of such hearing shall be given by at least one publication in a newspaper of general circulation in the county.

G. PUBLIC COMMENT AND NOTICE

Notice of Public Hearing for the August 14, 2018 Board of County Commissioners hearing will be published in the Shoppers Press on or before July 18, 2018

H. ATTACHMENTS

Proposed changes to the El Paso County Land Development Code (2017) (redline version)
Beneficial Use Agreement Template
Waste site pictures
News articles
Planning Commission Resolution
Board of County Commissioners' Resolution

Parking shall meet the parking requirements of this Code. The parking area surface shall meet the standards specified for rural areas, regardless of the bed and breakfast inn's location in a rural or urban area.

(G) Smoke Detector and Emergency Lighting

Each guest room shall be provided with a smoke detector. Emergency lighting for emergency exits shall also be installed.

(H) Required Licenses and Sales Tax Collected

The bed and breakfast inn shall obtain and maintain all required licenses and pay applicable sales tax.

5.2.12 Car Wash

A car wash shall be serviced by a central sewer system.

5.2.13 Caretaker's Quarters

(A) Number of Caretaker's Quarters

One caretaker's quarters is allowed per ownership.

(B) Type of Structure

A caretaker's quarters may be a detached single-family dwelling, manufactured home, apartment-type unit within the principal structure, or where a post-1976 mobile home is allowed as a principal use in the zoning district, a post-1976 mobile home, or as a tiny house meeting the use specific standards found in Chapter 5 -may be used as a caretaker's quarters.

(C) Occupancy Limited

A caretaker's quarters may be occupied only by a caretaker and their immediate family.

(D) Other Applicable Standards

A caretaker's quarters shall meet all standards for a principal dwelling unit of the same type and the accessory dwelling standards in this Chapter unless specifically modified by this Section.

5.2.14 Carnival or Circus

A carnival or circus shall not be operated more than 3 times during a year within any ownership. No operation of a carnival or circus shall exceed 14 days in length.

5.2.15 Cemetery, Personal

A document, identifying the existence and location of a personal cemetery which may consist of an official survey or other type of map, shall be recorded against the subject property.

5.2.16 Child Care Centers, Family Care Homes, and Group Homes

The following standards apply, subject to the provisions and limitations of the County and State Department of Human Services and Department of Public Health and Environment.

Table 5-2 Accessory Uses. [2]

Use Type	Agricultural Zoning Districts			Residential Zoning Districts													Commercial Zoning Districts			Industrial Zoning Districts		Obsolete Zoning Districts				Subject to Specific Use Standards?	Site development Plan Required to Initiate use?	Site Plan Required Initiating Use?
	F-5	A-35	A-5	RR-5	RR-2.5	RR-0.5	RS-20000	RS-6000	RS-5000	RM-12	RM-30	RT	MHP	MHS	MHPR	RVP	CC	CR	CS	I-2	I-3	C-1	C-2	M	R-4			
Additional Dwelling Unit		A																								YES		YES
Agricultural Accessory Structures and Uses [3,4]	A	A	A	A																				A	A	YES		
Airport Hangers		A																									YES	
Animal Keeping	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	YES		
Auction	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	YES		
Bed and Breakfast Home	A	A	A	A	A	A	A	A	A	A	A	A														YES		YES
Bee Keeping	A	A	A	A	A							A[1]																
Caretaker's Quarters																A		A	A	A	A			A		YES		YES
Cemetery, Personal	A[7]	A[7]	A[7]	A[7]								A[7]														YES		YES

Notes:

"A" = Allowed Use, "S" = Special Use

[1]Minimum lot area of 5 acres irrespective of nonconforming lot or parcel status

[2]All accessory uses are subject to the General Accessory Structure and Use Standards in the Use-Specific Development Standards Section of this Chapter.

[3]See Use-Specific Development Standards Section of this Chapter for specific uses included as accessory uses in these generalized accessory use categories.

[4]Accessory use shall be associated with an allowed, special, or temporary principal agricultural use located on the same lot, parcel or tract.

[5]Accessory use shall be associated with an allowed, special, or temporary principal commercial or industrial use located on the same lot, parcel or tract.

[6]Accessory use shall be associated with an allowed, special, or temporary principal residential use located on the same lot, parcel or tract.

[7]A minimum of 1acre is required for a private stable.

[8]A site plan is only required for accessory structures greater than 120 square feet in area.

[9]A site development plan is required for accessory structures equal to or greater than 50% of the principal building area, uses or structures that eliminate required parking or landscaping, and parking structures.

[10]A special use approval is required to exceed the general standards governing number of employees or daily trips.

[11]A site plan may be required in order to verify Code compliance or support issuance of a home occupation certificate.

[12]Marijuana Club is prohibited in all zoning districts.

[13]A site development plan may be required in order to verify compliance with applicable County, State, or Federal requirements.

[14]Allowed as an accessory use when the farm/ranch is 35 acres or greater

minor incidental repair and preparation work on automobiles, mobile homes and manufactured homes to be displayed, sold or rented on the premises.

Automobile Recycling Center

An establishment primarily engaged in the wholesale or retail distribution of used automobile parts, including establishments dismantling automobiles for the purpose of selling parts.

Automobile Sales

The use of any structure, lot or parcel for a business involving the sale of automobiles. These establishments may include office space, parking lots for the display and storage of automobiles available for sale, parking areas for customers and employees, automobile repair facilities, facilities for bodywork, painting, or restoration, and sale of parts.

Average Daily Traffic

The total two-directional volume of traffic during a given time period (in whole days), greater than one day and less than one year, divided by the number of days in that time period.

Avigation Easement

A document granting rights pertaining to the passage of aircraft over a grantors' property, along with other statements, requirements, and criteria accompanying that grant, which is generally recorded against the grantors property as a condition of development approval.

Bar

An establishment serving alcoholic beverages as prescribed in C.R.S. §12-47-409 (beer and wine license) or C.R.S. §12-47-412 (tavern license) of the Colorado Liquor Code and having an occupant load as defined in the Building Code of less than 100.

Batch Plant

Processing plant, together with its accessory facilities, for the manufacturing of concrete or asphalt and related materials and products.

Batch Plant, Temporary

A batch plant placed on a lot or parcel on a temporary basis, usually in association with a federal, State, or local government public improvement project.

Bed and Breakfast Home

A residence which provides temporary overnight lodging for remuneration with a maximum of 2 guest rooms. A bed and breakfast home is a home occupation as further defined and regulated by this Code.

Bed and Breakfast Inn

A residence which provides temporary overnight lodging for remuneration with a minimum of 3 and a maximum of 10 guest rooms.

Bee Keeping

The cultivation of bees on a commercial scale for the production of honey and pollination of crops.

Beneficial Use Agreement

An agreement between a landowner and the County establishing the limitations and conditions whereby waste tires may be utilized in the construction of a fence.

Benefited Property

A property identified in a pending or approved cost recovery statement as being potentially benefited by adjacent or off-site improvements constructed by a requestor subdivider.

CHAPTER 6 GENERAL DEVELOPMENT STANDARDS

6.1. GENERAL

6.1.1. Purpose

This Chapter is enacted for the purpose of promoting the health, safety, convenience, and welfare of the general public and to establish standards for design and operation of uses which will encourage the development of sound, economical, stable neighborhoods and create a healthy environment for present and future inhabitants of El Paso County, Colorado.

6.1.2. Applicability

The provisions of this Chapter shall apply in all zoning districts to development, uses, activities, development applications, and development permits, except as specifically modified or otherwise provided by this Code. If it is determined by the DSD Director that the applicant is purposefully separating the project into smaller individual components in order to circumvent the requirements of this chapter, the entire project may be required to be brought into conformance with this Code.

6.2. DEVELOPMENT STANDARDS FOR ANCILLARY FACILITIES AND ACTIVITIES

6.2.1. Fences, Walls, and Hedges

(A) Applicability

This Section is applicable to any fence, wall, or hedge established after the date of adoption of this Section unless superseded by a specific development standard in a PUD zoning district or within a Rural Land Use Plan.

(B) Exemptions

This Section is not applicable to agricultural fences, except as otherwise provided by this Section, or to the installation of noise barriers required by this Code, the ECM or constructed and installed in accordance with federal requirements.

(C) General Standards Applicable to Fences, Walls, or Hedges

The following standards are applicable to fences, walls, or hedges, including agricultural fences.

(1) 100-Year Floodplain

Fences and walls within a 100 year floodplain shall comply with the requirements of the Floodplain Regulations.

(2) No Obstruction of View of Vehicle Operators

No fence, wall, or hedge may obstruct the view of vehicle operators entering or leaving any parking area, service drive, driveway, road, alley, or other thoroughfare. Fences, walls and hedges are subject to the sight distance standards in Chapter 2 of the ECM.

~~(3) Fencing Materials~~

~~The use of tires for a fence or wall, whether whole or baled, shall be allowed only on the granting of a beneficial use agreement with El Paso~~

~~County, and shall only occur in conformance with the requirements of this Code and CDPHE regulations.~~

(a) Corrugated Metal Not Approved as Fencing Material

Corrugated metal is not considered an acceptable fencing material in perimeter fencing if visible from outside the fenced lot or parcel.

~~(4)~~(3) Measuring the Height of a Fence

The height of fences, walls, and hedges shall be measured from the final grade of the lot, parcel, or tract at the location of the fence, wall, or hedge to the top of the fence, wall, or hedge. The top of a fence, wall, or hedge is the highest component of the fence, wall, or hedge, not including columns or posts. The depth of drainage channels under a fence, wall, or hedge shall not be included in the height measurement. The height of a fence, wall, or hedge built on berms or retaining walls shall include the height of the berm or wall.

~~(5)~~(4) Fencing Maintained

Fences, walls or hedges shall be maintained in good structural or living condition. The owner is responsible for the repair or removal of a fence, wall or hedge, which constitutes a safety hazard, by reason of inadequate maintenance, dilapidation, obsolescence or abandonment, or which constitutes a zoning violation.

(D) Height and Location Standards

The following requirements are applicable to all fences and walls except agricultural fences:

(1) Building Permit Required for Fences and Walls Over 6 feet in Height

A fence or wall over 6 feet in height requires a building permit from the Building Department.

(2) Fences and Walls 6 Feet in Height Considered Accessory Structure

A fence or wall over 6 feet in height is considered an accessory structure, and shall meet the accessory structure setback requirements of this Code. If no accessory structure setbacks are established by this Code, the principal structure setbacks are applicable.

(3) Fences and Walls Not to Disrupt Drainage

The fence and wall shall not be established where it would impede the drainage established by an approved drainage plan.

(4) Fences and Walls Not to Disrupt Use of Easement

The fence or wall shall not be established within an easement in a manner where the use of the easement is unnecessarily impeded.

(E) Specific Fence Standards for Residential Uses

The following requirements are applicable to fences associated with residential uses.

Procedure # R-SA-XXX-08

Page 1 of 4

Subject: BENEFICIAL USE AGREEMENT (WASTE TIRES)

Date Issued: XXXXX
Revision Issued: N/A
Rescinded: N/A

1.1. PURPOSE

The purpose of this resource is to provide a method by which a property owner may store on site and utilize waste tires for construction of a fence or structure on site, without being considered a violation of zoning regulations or county ordinances and verifying the owner's understanding of and commitment to comply with applicable County rules, regulations, codes, and ordinances.

1.2. BACKGROUND

In limited circumstances, scrap, discarded, or waste tires can provide a suitable and cost effective construction material. The beneficial reuse of scrap tires in the construction of a boundary fence, livestock containment area, accessory structure, or even home construction can reduce construction costs and assist in illegal tire site cleanup. Due to the labor intensive nature of waste tire based construction techniques, it is often necessary to stockpile waste tires at the construction site while a sufficient quantity are secured. Yet illegal disposal or abandonment of waste tires has too frequently occurred in the past as misguided or deceptive efforts before modern regulations required collection of disposal fees at the tire vendor site and encouraged waste tire recycling. Illegal disposal and abandonment of sites has resulted in county expenditures to assist in the cleanup of illegal sites.

It is the goal of the DSD to encourage recycling and reuse of waste materials, but to also avoid the past problems with illegal tire disposal sites. The beneficial use agreement has been developed as a means of ensuring that owners and applicants understand applicable standards and requirements and can verify their intent and commitment to comply with the applicable standards and requirements.

1.3. APPLICABLE STATUTES AND REGULATIONS

Section 2.1.2 of the LDC provides the authority for the DSD Director to establish standards for processing development applications.

Section 2.2.4 of the LDC establishes the authorities of the DSD Director.

Section 5.2.52 E 5 of the LDC establishes the requirements for a waste tire recycling facility, including a limitation of no more than 10,000 tires on site without BoCC approval

Section 6.2.1.3.A of the LDC allows the utilization of waste tires, whether whole or baled, in the construction of a tire fence through the use of a beneficial use agreement.

1.4. APPLICABILITY

The beneficial use agreement may be used by a landowner to secure approval of construction of a fence from waste tires, and additionally may be modified for storage and utilization of waste tire in structure or home construction.

1.5. TECHNICAL GUIDANCE

1.5.1. Recording of Agreement

The applicant shall be responsible for paying all recording fees to the DSD prior to authorizing the storage of the waste tires or construction of the tire fence, or the issuance of the building permit. The DSD shall cause the beneficial use agreement to be filed for recording in the Office of the El Paso County Clerk and Recorder following approval.

1.6. RELATED PROCEDURES

1.6.1. Governing Procedures

P-AR-070-07 Property Owner Regulatory Conformance Agreements and Affidavits

R-FM-033-07 Authority to Represent

1.6.2. Other Related Procedures

P-AR-001-07 Site Plan Review

P-AR-002-07 Site Development Plan Review

P-AR-058-07 Building Permit Signoff

1.7. RESOURCE

Attached is a beneficial use agreement to be signed and returned by the owner where the DSD determines that such an agreement is applicable.

Recording Requested by and When Recorded Return to:

FOR RECORDER USE ONLY

DSD FILE NO.:

BENEFICIAL USE AGREEMENT (WASTE TIRES)

I, _____, applicant or applicant's agent for a _____ _____ (description of proposal-Tire fence, livestock containment, structure or house construction, other) under development application number _____(ie; site plan, site development plan), being duly sworn on oath, deposes and says:

I, as applicant, own and hold title to the following described real property (hereinafter referred to as "the PROPERTY"), or have been given authority to represent the owner by an Owner's Affidavit the PROPERTY for purposes of the above referenced application:

_____
_____
_____
_____
_____
_____
_____

(ENTER LEGAL DESCRIPTION OF PROPERTY)

I hereby express my intent to use waste tires for the stated purpose. I acknowledge that such waste tires are regarded under the State and local laws and regulations as solid waste. I understand that the use of waste tires for the specified purpose is a privilege subject to reasonable limitations and approvals and is not a use by right. I agree to the following, and agree to take any steps necessary to ensure compliance:

1. I will construct out of waste tires a (fence, livestock containment area, structure or house, other. State which one) on the above referenced property.
2. The property is described as Parcel ID # (enter parcel number)
3. The (fence, livestock containment area, structure or house, other. State which one) will be set back a minimum of ( ) feet from the following property lines ( ), in accordance with the attached (or approved) site plan or site development plan.
4. Waste tires will be brought to the site beginning ( ) and construction will be completed by (insert date, should be within 1 year of start).
5. The source of the waste tires is (describe where they are from, or whether they currently are present on the site)
6. The tire fence shall be no more than 6 feet high, ( ) tires wide at the base, and will contain approximately ( ) tires.
7. I will adequately anchor the tire fence and maintain the fence to prevent deterioration. The tires will be utilized as a base material for the fence and will be covered completely with (dirt, concrete, stucco, or other material).
8. Emergency contacts for this use and property are (name and phone numbers).
9. I acknowledge that any violation of this agreement shall be corrected by the undersigned within 72 hours of telephone notification provided to myself or the emergency contacts (if different) listed above. Failure to take full corrective action during the specified time or to secure written agreement by DSD of an alternative time period to achieve compliance shall be considered a breach of this agreement,

leaving the undersigned (and or the property owner) subject to enforcement of all applicable State and local laws and regulations.

10. Representatives of the El Paso County DSD and El Paso County Department of Health and Environment shall be allowed to periodically enter the site to the inspect the property during normal business hours for compliance with this agreement.
11. I understand that solid waste disposal is also regulated by the Colorado Department of Health and Environment (CDPHE), and this agreement neither constitutes their approval nor relieves me from compliance with their regulations.
12. This agreement is subject to revision or termination in order to maintain consistency with applicable Federal, State and local health, safety, and welfare statutes.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 20_____.

OWNER

STATE OF _____)
) s.s.
COUNTY OF _____)

_____
Owner

_____
Print Name

The foregoing instrument was acknowledged before me this _____day of _____, 20____ by_____, COUNTY of _____. He/she is personally known to me or has produced_____ as identification.

_____
Notary Public
My Commission Expires:

FIRE DEPARTMENT/FIRE MARSHAL

_____

EL PASO COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT

_____

DSD APPROVAL

_____

May 2, 2018 at 9:07:18 AM
Calhan

May 2, 2018 at 8:49:36 AM
Calhan

Tire wall engulfed in Carson Midway fire taken to landfill

By: **Liz Forster (/author/Liz+Forster)** • March 30, 2018 •
Updated: March 30, 2018 at 5:57 pm

View Comments (/comments/1

A tire wall engulfed by the 3,300-acre Carson Midway fire earlier this month was transported to the M Landfill after soil samples were found to have low enough levels of toxic chemicals.

The Environmental Protection Agency, which assumed command of the tire fire March 20, disposed o Wednesday. They have not released the details of the report.

On fire, a car tire burns the equivalent of 4 quarts of oil, while each commercial tire burns 2 to 2½ gall Jim Reid, executive director of the El Paso County Office of Emergency Management.

The burning tires emit toxic chemicals such as polychlorinated biphenyls (PCBs), chromium, zinc and metals.

NEWS › COLORADO NEWS

Carson Midway Fire is now 100 percent contained except for burning tires

The cause of the fire is still under investigation

By **DANIKA WORTHINGTON** | dworthington@denverpost.com | The Denver Post
PUBLISHED: March 18, 2018 at 12:42 pm | UPDATED: March 18, 2018 at 5:39 pm

The Carson Midway Fire, which burned 3,300 acres near the Fort Carson training area, has been completely contained except for some tires that remain burning.

Driven by the wind, the fire spread quickly Friday near Indian Village Heights and Armadillo Heights, forcing the temporary evacuation of at least 250 homes. Only a few homes that are near the burning tires remain evacuated.

The cause of the fire, which destroyed several structures, is under investigation.

Firefighters from Fort Carson and El Paso and Pueblo counties are still monitoring the fire and attacking hot spots. A hazardous-materials team from the El Paso County Office of Emergency Management was working on the burning tires.

Residents who are still evacuated can call the Red Cross for assistance at 800-417-0495 or head to the Red Cross local chapter office at 1040 S. Eighth Street in Colorado Springs. For those who have returned home, El Paso County Public Health is available to help with fire cleanup and re-entry guidelines.

FIREHOUSE

CO Officials Issue Warning as Tire Fire Smolders

Officials have issued health hazard warnings as a contained tire fire in El Paso County continues to smolder.

ELLIE MULDER MARCH 20, 2018

THE GAZETTE (COLORADO SPRINGS, COLO.)

Fire crews wear breathing masks as they work near a contained tire fire in El Paso County, CO that continues to smolder and release hazardous materials.
EL PASO COUNTY PIO

March 20–The ongoing tire fire in the Midway Ranches area has prompted El Paso County officials to cancel Tuesday classes at a nearby elementary school and warn residents of possible health effects from the smoke.

Residents within a half-mile of the tire fire near the 20800 block of Prairie Fire Point should "consider leaving the area if they begin to experience health impacts such as nose or throat irritation or if they have underlying cardiovascular conditions that may be aggravated by smoke," a county news release says.

Classes are canceled Tuesday at Prairie Heights Elementary School, 7930 Indian Village Heights, "to allow thorough inspection of the building for possible smoke impacts," the county release says.

The 3,300-acre Carson Midway fire is mostly extinguished, although some tire and trash piles continue to burn and smoke near Prairie Fire Point, the Sheriff's Office reported Monday.

El Paso County PIO
@epcpio

#CarsonMidwayFire may be 100% contained, but you could still see smoke from it for awhile. A property owner had a fence around his property made out of giant tire bales and it caught fire. Commissioners Waller & Gonzalez got a look at the damage & fire still burning this weekend

3:42 PM - Mar 19, 2018

5 See El Paso County PIO's other Tweets

Homes near the 20800 block of Prairie Fire Point will remain evacuated until officials deem the area safe, and personnel from the Hanover Fire Department will continue to patrol the area "to monitor the tires and trash piles until they completely burn out," the Sheriff's Office said in a news release.

"A wall constructed from hundreds of old tires, rocks and dirt continues to burn," the county release says. "Each old tire typically contains the equivalent of three to four quarts of motor oil and these are typically among the most difficult fires to extinguish. County officials are consulting with experts from the Environmental Protection Agency to minimize environmental impacts as they work to extinguish the smoldering tires."

A non-emergency number has been set up for residents affected by the fire, another El Paso County tweet says. Call 575-8888 between 8 a.m. and 6 p.m. for information on how to file claims for injury, personal loss or property destruction; help with debris cleanup, health information and other resources.

For information from El Paso County Public Health about safely returning home after a wildfire, visit elpasocountyhealth.org/services/public-health-wildfire-information.

Contact Ellie Mulder: 636-0198 Twitter: @lemarie

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The Weekly Brief | Mack Weldon

The tire fire, burning on 20800 block of Prairie Fire Point, was not a danger to nearby structures, but the smoke it put out was. Residents were forced to stay away because the smoke was so hazardous.

In a previous report by 11 News, we reported the fire was burning on a wall constructed from hundreds of old tires, rocks and dirt. A single tire typically contains the equivalent of three to four quarts of motor oil.

The rest of the Carson Midway Fire was declared 100 percent contained March 18, two days after a fire on one of Fort Carson's training ranges melded with a fire that reignited in the Hanover area.
All fire personnel were released from the fire with the exception of the Hanover Fire Department, which had firefighters working the tire fire. The Environmental Protection Agency sent people to help this week.

The cause of the Carson Midway Fire is still under investigation. It burned about 3,300 acres and destroyed two homes and multiple outbuildings. The Fort Carson portion of the fire sparked on range 155, which is on the south end of the post. Driven by high winds and ample dry fuel, the fire quickly ran through the range and moved toward the Midway Ranch area, which straddles the El Paso/Pueblo county line. People in both counties were evacuated.

The homes lost were both reportedly in El Paso County. None were in Pueblo County or on Fort Carson. About 40 percent of the fire was reportedly burning on El Paso County's land.

OPINION

Colorado is king of the mountain — of tires

Thinkstock

By THE DENVER POST | newsroom@denverpost.com
PUBLISHED: April 17, 2014 at 6:34 am | UPDATED: April 27, 2016 at 7:54 am

Say "Colorado" to most Americans and the term evokes visions of pristine landscapes of majestic, snow-capped mountains and other natural vistas that are symbols of ecological purity. But lurking beneath the shadows of the Colorado Rockies is a lesser-known and decidedly non-pristine mountain range comprised of millions of waste tires.

Colorado is home to the largest stockpiles of waste tires in the nation. A whopping 60 million-plus tires are contained in two mammoth piles, accounting for more than half of stockpiled waste tires in the entire country. Overall, the U.S. has approximately 100 million scrap tires, which is a dramatic reduction from a high of 1 billion tires back in 1990. Back then, only 11 percent of waste tires were reused in an end-use market, but today about 85 percent of waste tires are reused in a variety of applications including fuel, road construction, artificial turf fields and yard mulch.

Colorado has been lucky that its two mammoth tire dumps — 31 million tires just north of Hudson and nearly 27 million tires just south of Colorado Springs — haven't yet caught fire and triggered an environmentally calamity. A catastrophic tire fire in one of those piles would be an environmental cleanup calamity costing many times more to remediate than cleaning up the piles now.

How has Colorado, a state that is a symbol of environmental beauty, become the nation's leading dumping ground for scrap tires? Quite simply, it's due to a waste tire program that permits tires to be landfilled and fails to incentivize newer, high-value end-use markets for waste tires.

Over the past 23 years, the Rubber Manufacturers Association, the national trade organization for tire manufacturers in the U.S., has worked across the nation to work with policymakers and other stakeholders to enact effective waste legislation and regulations. I have spent a great deal of time working with Colorado lawmakers to address the state's serious problem.

Successful state waste tire programs include three key components: enforcement, tire pile cleanup and market development. In 2010, the Colorado General Assembly revamped the waste tire program to address these core principles. Unfortunately, Colorado's system is still rife with inefficiencies and disincentives that discourage newer, higher-value markets for scrap tires while handing taxpayer subsidies to low-value end users. Worse, Colorado continues to allow tires to be placed in monofills — tire-only landfills — that are comparatively cheaper than alternatives but put the state at environmental risk.

In 2013, the Colorado Waste Tire Advisory Committee, a body created by the legislature to study and advise the state on necessary improvements to Colorado's waste tire management system, issued a comprehensive report with recommendations on how to incentivize better and higher-value end use markets for Colorado waste tires.

As a result of the study, Colorado is on the brink of making progress toward a better state waste tire management program. Bipartisan legislation sponsored by Reps. Max Tyler, D-Lakewood, and Don Coram, R-Montrose, will phase out the tire monofills, work toward cleaning up these massive eyesores and eventually phase out the expensive, inefficient taxpayer subsidy payments. Additionally, HB 1352 cuts the waste tire fee more than half from $1.50 to 55 cents per tire.

Colorado's waste tire program will work best if the state has economically viable and self-sustaining end-use markets. Currently, Colorado's end-use markets are limited largely to tire-derived fuel (TDF) used by cement kilns. While TDF is a viable, beneficial market important to the overall success of a waste tire program, exploration of higher-value end uses such as rubber modified asphalt, tire-derived aggregate, crumb rubber for athletic fields and playground cover or molded products, is a must to successfully recycle and reuse waste tires.

HB 1352 can make a difference in fixing Colorado's waste tire management program to clean up the tens of millions of stockpiled scrap tires that mar the state's landscape and also establish a program to ensure sound end use markets for waste tires so Colorado never faces this problem again.

Michael Blumenthal is vice president of the Washington, D.C.-based Rubber Manufacturers Association.

AMENDMENT TO THE LAND DEVELOPMENT CODE (Recommend Approval)

Commissioner Dillon moved that the following Resolution be adopted:

BEFORE THE PLANNING COMMISSION

OF THE COUNTY OF EL PASO

STATE OF COLORADO

RESOLUTION NO. LDC-18-001

WHEREAS, the Planning and Community Development Department of El Paso County requests approval of Amendment(s) to Section(s) tire fences and walls and RVP zoning of the Land Development Code as herein described, including other conforming amendments throughout the Code;

WHEREAS, a public hearing was held by this Commission on Tuesday, July 17, 2018; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, and comments by the Planning Commission Members during the hearing, this Commission finds as follows:

1. The proposed amendment(s) to the El Paso County Land Development Code Choose an item. properly submitted for consideration by the Planning Commission.

2. Proper publication and public notice were provided as required by law for the hearing before the Planning Commission.

3. The hearing before the Planning Commission was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at that hearing.

4. All data, surveys, analyses, and studies, as are required by the State of Colorado and El Paso County have been submitted, reviewed, and were recieved into evidence and found to meet the intent of the Introductory Provisions of the Land Development Code.

5. For the above-stated and other reasons, the proposed Amendment(s) are in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED that the El Paso County Planning Commission recommends approval of the proposed amendment(s) to Section(s) Tire Fences and Walls and RVP zoning of the El Paso County Land Development Code, including other conforming amendments throughout the Code, as represented on the attached Exhibit "A" by underlining (additions) and strike-through (deletions).;

AND BE IT FURTHER RESOLVED that, in the case of any inconsistency with theseamendment(s) and any previous Zoning Regulations, these revision(s) shall prevail;

AND BE IT FURTHER RESOLVED that this Resolution and the recommendations contained herein be forwarded to the El Paso County Board of County Commissioners for its consideration.

Commissioner Friedman seconded the adoption of the foregoing Resolution.

The roll having been called, the vote was as follows:

Commissioner Egbert	aye
Commissioner Curry	aye
Commissioner Friedman	aye
Commissioner Wood	aye
Commissioner Dillion	aye

The Resolution was adopted by a vote of 5 to 0 by the El Paso County Planning Commission, State of Colorado.

DATED: Tuesday, July 17, 2018

RESOLUTION NO. 18-

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS, STATE OF COLORADO

APPROVAL OF AMENDMENT TO THE LAND DEVELOPMENT CODE (LDC-18-001)

WHEREAS, the Planning and Community Development Department of El Paso County requests approval of Amendment(s) to Section(s) tire fences and walls and RVP Zoning of the Land Development Code as herein described, including other conforming amendments throughout the Code;

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 17, 2018, upon which date the Planning Commission did by formal resolution recommend approval of the proposed amendments, and

WHEREAS, a public hearing was held by this Board on August 14, 2018; and

WHEREAS, based on the evidence, testimony, exhibits, consideration of the master plan for the unincorporated area of the County, presentation and comments of the El Paso County Planning and Community Development Department and other County representatives, comments of public officials and agencies, comments from all interested persons, comments by the general public, comments by the El Paso County Planning Commission Members, and comments by the Board of County Commissioners during the hearing, this Board finds as follows:

1. The proposed amendment(s) to the El Paso County Land Development Code was properly submitted for consideration by the Planning Commission.

2. Proper publication and public notice were provided as required by law for the hearing before the Planning Commission.

3. The hearing before the Planning Commission was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested persons were heard at that hearing.

4. All data, surveys, analyses, and studies, as are required by the State of Colorado and El Paso County have been submitted, reviewed, and were received into evidence and found to meet the intent of the Introductory Provisions of the Land Development Code.

5. For the above-stated and other reasons, the proposed Amendment(s) are in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED the El Paso County Board of County Commissioners hereby approves the amendment(s) to Section(s) Tire fences and walls and RVP zoning of the El Paso County Land Development Code, including other conforming amendments throughout the Code, as represented on the attached Exhibit "A" by underlining (additions) and strike-through (deletions):

AND BE IT FURTHER RESOLVED the record and recommendations of the El Paso County Planning Commission be adopted, except as modified herein.

DONE THIS 14th day of August, 2018, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:

By: _____
President

By: _____
County Clerk & Recorder